



Organisation
Mondiale
de la Santé
Animale

World
Organisation
for Animal
Health

Organización
Mundial
de Sanidad
Animal

ANNEX 2 - CONFIDENTIALITY UNDERTAKING

1. The OIE and _____ (“Recipient”) seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to set up and maintain the OIE AMU system according to the defined requirements and to provide the change management and project management associated services.(the “Purpose”).
2. In order to achieve the Purpose, the OIE is willing to disclose to Recipient and Recipient is willing to receive Confidential Information under the terms and conditions of this Undertaking.
3. This Undertaking shall be effective as of the 22 October 2019. The obligations of Recipient under this Undertaking shall survive until such time as all Confidential Information of the OIE disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient. The obligation to hold information in confidence as required by Article 6, and the provisions of Articles 8, 10, and 11, shall survive any expiration of this Undertaking.
4. Nothing in this Undertaking shall obligate either party to proceed with any definitive agreement or other arrangement between them or to enter into any subsequent agreements. Each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Undertaking.
5. "**Confidential Information**" means any information, whether or not marked as "Confidential", disclosed by the OIE to Recipient, either directly or indirectly, formally or informally, in writing, orally, or by visual inspection. The term “Confidential Information” shall not include information which:
 - (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the OIE;
 - (ii) becomes publicly known and made generally available after disclosure by the OIE to Recipient;
 - (iii) was already known by or in the possession of Recipient at the time of disclosure by the OIE as shown by Recipient's files and records immediately prior to the time of disclosure;
 - (iv) was obtained by Recipient from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
6. All Confidential Information disclosed by the OIE shall remain the property of the OIE. The undersigned agrees to use the Confidential Information solely for the Purpose, and not to disclose any Confidential Information, provided, however, that such information may be disclosed to Recipient's directors, officers and employees who need to know such information for the Purpose (it being understood that such persons shall be informed by Recipient of the confidential nature of such information and shall be bound by obligations of confidentiality with Recipient no less protective than those set forth herein and that Recipient shall be responsible for any disclosures made by those persons in breach of obligations under this Agreement to the same extent as if such disclosures had been made directly by Recipient).
7. The Recipient shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the undersigned employs with respect to his/her own confidential information).
8. If Recipient is required by law to make any disclosure that is prohibited or otherwise constrained by this undertaking, the undersigned shall provide the OIE with prompt written notice of such requirement so that the OIE may seek a protective order or other appropriate relief protecting the Confidential Information from disclosure. In any such case, Recipient agrees to cooperate and use reasonable efforts to avoid or minimise the required disclosure and/or obtain such protective order

or other relief. If, in the absence of a protective order or other relief, Recipient is legally obligated to disclose any Confidential Information, it may furnish that portion and only that portion of the Confidential Information that it is legally required to disclose on the basis of advice of counsel.

9. In the event the OIE does not retain the services of Recipient following the discussions relating to the Purpose, Recipient shall promptly destroy all copies of the Confidential Information and shall not retain any copies, extracts or other reproductions in whole or in part of such material.
10. Recipient hereby agrees to indemnify and hold harmless the OIE against any and all losses, liability, damages, and expenses that the OIE may incur as a result of a breach of this Undertaking by Recipient.
11. This Undertaking and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute, controversy or claim arising out of or in relation to this Undertaking shall be settled by mutual agreement between the parties. If the parties are unable to reach an agreement on any question in dispute or on a mode of settlement other than arbitration, each party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The parties agree to be bound by any arbitration award rendered in accordance with the above-mentioned rules as the final adjudication of any such dispute.

Date: _____

Signature _____

Name:

Title:

Company/Entity: