



JO-IN CONFIDENTIALITY AGREEMENT

1. In the course of performing the Services, JO-IN and the Assessor acknowledge that the Assessor will have access to Confidential Information (defined below). The Assessor agrees that he/she will not, without the prior written permission of JO-IN, use, disclose, publish or communicate to any other person, association, corporation or other entity, any Confidential Information provided to or obtained by the Assessor pursuant to this Agreement. Such information shall be held in the strictest confidence and in trust for the benefit of JO-IN and/or the JO-IN's affiliated companies, NGO's, participating suppliers and other stakeholders. The Assessor shall take all necessary precautions to secure any Confidential Information, and disclosure of such information shall be restricted solely to JO-IN Staff. The Assessor will provide notice to JO-IN each and every time Assessor provides information of any sort resulting from the Services to a party other than JO-IN, unless receiving prior written approval by JO-IN or explicitly permitted by the Terms of Reference. The Assessor agrees to execute promptly such further assurances of confidentiality as required by JO-IN.

2. "Confidential Information" includes, without limitation, the terms and conditions of this Agreement, the names of participating companies, technical information, manufacturing techniques, business and financial information, information relating to released or unreleased products or services, business strategies, marketing or promotion of any product or services, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, records, documents, data, computer programs, technology, any personal data concerning individuals which is prohibited from disclosure or use by any applicable rule, regulation, statute or law and information pertaining to JO-IN, or their respective affiliated companies, international stakeholders, Government Department(s), Employer Organization(s), Trade Union(s), NGO's or suppliers. Confidential Information shall not include information already available to the general public or which becomes readily available to the general public through no fault of Assessor or any entity over which is has control. If the Assessor has any questions as to what constitutes such Confidential Information, the Assessor shall consult with JO-IN. Upon expiration of the Term or earlier termination of this Agreement, Assessor will return to JO-IN all property, records, data of the JO-IN project.

I have fully read and understood the above confidentiality agreement and agree to abide by its conditions:

Name of Assessor: _____

Signature: _____

Date: _____