**REQUEST FOR PROPOSAL RFPS-PFP-2015-151225 - TV media planning and buying for planned giving (bequest) campaigns**

**THIS CONFIDENTIALITY AGREEMENT** (the “Agreement”) is made on the last date set out in the signature block (the “Effective Date”)

BETWEEN: THE UNITED NATIONS CHILDREN’S FUND, UNICEF an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(I) of 11 December 1946 as a subsidiary organ of the United Nations, having its Headquarters at UNICEF House, 3 United Nations Plaza, New York, New York 10017 and having its Private Partnerships and Fundraising Division at 5-7 avenue de la Paix, 1202 Geneva, Switzerland (“UNICEF”)

AND: **[XX]** a legal entity organized and existing under the laws of **[XX]** having its headquarters at **[XX]** (“COMPANY”, and together with UNICEF the “Parties” and each a “Party”).

* 1. The purpose of this Agreement is to protect the confidentiality of information shared in connection with preliminary discussions between the Parties regarding a potential supply agreement pursuant to a Request for Proposal dated **Tuesday, 01 December, 2015** (the “Purpose”).
  2. COMPANY agrees that any confidential information received by COMPANY from UNICEF which is identified or marked as confidential when received (“Confidential Information”) will be kept confidential and used only for the Purpose and will not be disclosed to any third party without the express prior written permission of UNICEF except if (a) is already known or becomes known to the general public through no fault of a Party; (b) is required to be disclosed in the enforcement of rights hereunder; or (c) is required to be disclosed in order to comply with any applicable legal ruling; or (d) required to be disclosed by applicable mandatory laws or UNICEF rules and regulations or to the extent required by UNICEF’s governing bodies; and in all cases subject to observance of UNICEF’s privileges and immunities. To the extent that COMPANY is required to disclose pursuant to mandatory laws or applicable legal ruling COMPANY will make all best efforts to inform UNICEF in advance of such requirements and allow UNICEF to raise any objections. Nothing in this paragraph will prevent or impede COMPANY from disclosing Confidential Information to: (a) those employees and advisors of COMPANY who need to know for the purposes of this Agreement provided that such employees and advisors have agreed to maintain the information in strict confidence and only use if for the Purpose; (b) the auditors or other professional advisors of COMPANY; or (c) such persons as may be required under mandatory laws applicable to COMPANY subject to the privileges and immunities of UNICEF. The parties agree and acknowledge that UNICEF is an international inter-governmental organization committed to transparency and disclosure of its operations and activities and that only exceptionally will information transmitted need to be marked confidential.
  3. Nothing in this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations or otherwise, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.
  4. UNICEF and COMPANY will use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof. Where they wish to seek an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then in force, or in accordance with such other procedures as may be agreed upon. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which is not settled amicably within 60 days of a Party’s notice of request for amicable settlement shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The proceedings will be confidential. The arbitrators will protect the attorney-client privilege and work product immunity. The Parties will be bound by an arbitration award rendered as the final adjudication of such dispute. There will be no authority to award punitive damages; or interest in excess of 4% per annum, simple interest not compound. In no event (even if advised of the possibility) will UNICEF be liable for incidental, indirect or consequential damages or for lost revenues or profits. The costs of the procedure will be equally shared by UNICEF and COMPANY; but each Party will pay its own legal fees and expenses unless the arbitration panel makes an award otherwise.
  5. COMPANY agrees that the requirement to maintain the confidentiality of any material received subject to this Agreement survives any termination of the Agreement.
  6. COMPANY will not assign or make other disposition of this Agreement or any part thereof, or any of its rights or obligations under this Agreement except with the prior written consent of UNICEF.

IN WITNESS WHEREOF, this Agreement has been executed by the representatives of each of the Parties on the date indicated below.

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| **The United Nations Children’s Fund**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of UNICEF representative:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:  Authorized Representative | **COMPANY[add full name]**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Company representative:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:  Authorized Representative |