

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the "Agreement") is entered into by and between the United Nations Children’s Fund (UNICEF) with its representation office in Hanoi, Vietnam, and \_\_\_\_\_  
\_\_\_\_\_ (the “Contractor”), located at \_\_\_\_\_

for the purpose of preventing the unauthorized disclosure of Confidential Information. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

1. The Contractor and its employees agree to hold in confidence the Information including, but not limited to, the programme, locations, identity and any other audio visual material captured during the time of the Agreement. The Contractor shall not disclose to any third party without prior written approval by UNICEF. Access to the Information by the Contractor’s employees and associates shall be limited to persons who are directly participating in activities with UNICEF and who require such Information in the performance of these activities. The Contractor agrees to inform all such associates of the confidential nature of the Information.
2. The Contractor agrees that it will use all transmitted Information only for the purpose of providing audio-video and photographic to UNICEF. It will not at any time make any commercial use of any Information, or material except with prior written approval from UNICEF. The Contractor will take all steps reasonably necessary to protect the Information and prevent access of third parties to the Information received from UNICEF.
3. The duty of confidentiality and non-use under this Agreement shall not apply to any portion of the Information which is public information at the time of disclosure by UNICEF to The Contractor , or that subsequently becomes public information other than by an act or omission of The Contractor . The duty of confidentiality of this Agreement shall not apply if The Contractor is required by law and official authorities of Viet Nam, provided that it gives to UNICEF prompt written notice of such requirement and assistance in obtaining a protective order, confidential treatment or other appropriate measures to protect the information from public disclosure.
4. UNICEF owns exclusive copyrights on all audio-video and photographic material captured during the mission committed in the contract with UNICEF. The Contractor agrees that upon termination of the assignment or upon request by UNICEF, it shall hand over all original files to UNICEF and any Information provided. The Contractor shall not store any data or information without written approval by UNICEF. The Contractor will not at any time take personal advantage or make any commercial use of the audio-video and photographic material except with prior written approval from UNICEF.
5. In the event of a breach of this Agreement by The Contractor or failure to apply any of its clauses, UNICEF reserves the right to terminate without notice any service contract without any financial compensation.

Signed in Hanoi, Viet Nam

For UNICEF

For the Contractor

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name & Title : \_\_\_\_\_

Name & Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_