



USAID
FROM THE AMERICAN PEOPLE



*Economic Policy Reform and
Competitiveness Project*

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective on [day, month, year] by and between _____ ("Owner") and the *Economic Policy Reform and Competitiveness Project* (EPRC) financed by *the United States Agency for International Development* (USAID) represented by *Chemonics International Inc.* ("Recipient").

WHEREAS in the course of meetings and discussions held between Owner and Recipient concerning business development services and transaction support that Recipient may provide Owner may reveal to Recipient certain confidential information pertaining to Owner's business plans, clients, suppliers, financial and operating data, services, products and product development plans;

WHEREAS Owner wishes to protect certain exclusive rights and avoid non-authorized disclosure of such information;

WHEREAS the parties declare their intention to prevent knowledge by non-authorized third parties of such "confidential information" as defined further on in this Agreement.

NOW, THEREFOR, intending to be legally bound, the parties hereto agree as follows:

1. Definition of Confidential Information

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information relates to products, processes, services, materials, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information and commercial activities and shall include information relating to research, development, manufacturing, purchasing, accounting, engineering, marketing, merchandising, pricing and selling, including the identities of actual and prospective customers, the identity of key employees, pending bids and proposals, and present and future product lines and programs and notes, data, and records whether in hard copy or electronic form. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement.

2. Use of Confidential Information

Recipient shall use Confidential Information provided by Owner solely and exclusively for the purpose of evaluating potential business development assistance and transaction support with interested third parties as authorized by Owner. Recipient shall not use nor cause to use such information to compete directly or indirectly with Owner's business. Recipient undertakes to protect such Confidential Information as if it were his own and exercise due care to prevent its theft, use or copy by its personnel not directly involved in negotiations with parties authorized by Owner.

3. Exclusive rights

All Confidential Information provided by Owner to Recipient shall remain the sole and exclusive property of Owner and Recipient shall return or destroy Confidential Information at the request of Owner. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

4. Legally mandated disclosure

At the petition of a government agency acting in a legal capacity Recipient may need to disclose Confidential Information provided by the Owner. Recipient shall provide written notice to Owner of such request to reveal Confidential Information. Recipient shall also advise the government agency that the information to be disclosed has been designated by the Owner as confidential and proprietary business information and is subject to this Confidentiality Agreement.

5. Term

This Agreement shall be effective for two years from the date of its signature unless terminated earlier and in writing by the parties.

6. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. No Assignment

Recipient may not assign this Agreement or any interests herein without Owner's express prior written consent.

8. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

9. Governing law

This Agreement shall be governed and construed in accordance with the laws of Mongolia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

On behalf of CHEMONICS INTERNATIONAL INC., representing the *Economic Policy Reform and Competitiveness Project*

Name of RECIPIENT:

Address:

Telephone:

Fax:

E-mail address :

Authorized signature of RECIPIENT:

Name of OWNER:

Address:

Telephone:

Fax:

E-mail address:

Authorized signature of OWNER: