DANISH REFUGEE COUNCIL

Request for Proposal No.:DRC/RFP/09112023/CCY/SAH - Communications and Visibility Consultancy .

Consultant Confidentiality and Non-disclosure Agreement (NDA)-Annex H

This Consultant Confidentiality and Nondisclosure Agreement (the "Agreement") is made

BETWEEN: **Name of the Consultant or the Consulting Company**
(the "Consultant")
>Insert address<

AND: **Danish Refugee Council (DRC)**
(the "Client")
>Insert Address<

WHEREAS the Consultant has been engaged in the performance of work for the Client under Contract **xxx >Insert Contract nr<,** specifically **>Description of the nature of the engagement/scope of work<**; and in connection therewith will be given access to certain confidential and proprietary information. The parties agree to enter a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

NOW, THEREFORE, it is agreed as follows:

1. **Definitions**
   1.1. Personal data refers to any recorded information related to an individual or group who may be identified based on such data, from other information, or by means reasonably likely to be used in relation to that data.
   1.2. Data processing refers to how personal data are collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred or destroyed.
   1.3. Data subject refers to an individual who can be identified directly or indirectly by reference to a specific factor or factors. Such factors may include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics. For the purposes of this agreement, data subjects are DRC's employees, DRC's beneficiaries, and all Partners, Organizations, institutions, etc. working with DRC.
   1.4. The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public. If Confidential Information is in written form, the Client shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally,

the Client shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information

2.1. Consultant's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Consultant; (b) discovered or created by the Consultant before disclosure by Client; (c) learned by the Consultant through legitimate means other than from the Client or Client's representatives; or (d) is disclosed by Consultant with Client's prior written approval.

3. Obligations to Maintain Confidentiality of Consultant

3.1. The Consultant agrees to retain the Confidential Information of the Client in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;

3.2. The Consultant shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by the Client using a reasonable degree of care, but not less than that degree of care used in safeguarding their own similar information or material;

3.3. Any copies or reproductions of the Proprietary information shall bear the copyright or proprietary notices contained in the original;

3.4. If there is an unauthorized disclosure or loss of any of the Confidential Information by the Consultant, the Consultant will promptly, at their own expense, notify the Client in writing and take all actions as may be necessary or reasonably requested by the Client to minimize any damage to the Client or a third party as a result of the disclosure or loss; and

3.5. Upon the termination of this Agreement, The Consultant will ensure that all documents, memoranda, notes and other writings or electronic records prepared by them that include or reflect any Confidential Information are returned or destroyed as directed by the Client.

4. Time Periods

4.1. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Consultant's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Client sends Consultant written notice releasing Consultant from this Agreement, whichever occurs first.

5. Relationships

5.1. Nothing contained in this Agreement shall be deemed to constitute either party a partner or employee of the other party for any purpose.

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6. Severability

6.1. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties;

6.2. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

7. Waiver

7.1. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Consultant Name	*Client **DRC***
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____