



APPENDIX C: NON-DISCLOSURE AGREEMENT

The below embedded NDA should be completed and signed by the Vendor:

I. CONFIDENTIAL INFORMATION.

The term "Confidential Information" includes, but is not limited to, proprietary information owned by the Lebanese Red Cross and released to the Employee with the headings or markings of the words 'Confidential' or similar terms relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, or other business and technical information belonging to any client of the Lebanese Red Cross, operation methods, economic and business analyses, models, strategies, and projection promotion methods, trade show information and contacts, and other information relating to the Operations of the LRC and any and all other concepts, as such Confidential Information pertains person to principals or other information that has independent economic or personal value.

II. NON-DISCLOSURE

- a. The Employee agrees that it shall have the obligation to:
- b. Hold the Confidential Information in the strictest of confidence
- c. Not use the Confidential Information for any personal gain or detrimentally to the Lebanese Red Cross
- d. Take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure
- e. Not disclose to the public, the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions, or other facts with respect to the transaction
- f. Not disclose the information independently developed even without reference to any information communicated by the Lebanese Red Cross
- g. Not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of the breach by the Employee of their confidentiality obligations hereunder

III. EXCEPTIONS TO CONFIDENTIAL INFORMATION.

The Employee shall not be restricted from disclosing or using Confidential Information that:

- a. Was freely available in the public domain at the time it was communicated to the Employee by the Lebanese Red Cross
- b. Subsequently came to the public domain through no fault of the Employee
- c. Is in the Employee's possession free of any obligation of confidence at the time it was communicated to the Employee by the Lebanese Red Cross
- d. Is provided by Employee in response to a valid order by a court or other governmental body, as otherwise required by law
- e. Is approved for release by written authorization of an officer or representative of the Lebanese Red Cross

IV. USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION.

- a. Employee shall only use the Confidential Information as directed by the Lebanese Red Cross and not for its own purposes or the purposes of any other party.
- b. Employee shall disclose the Confidential Information received under this Agreement to any person within its organization only if such persons are on a "need to know" basis.
- c. Employee shall advise each person to whom disclosure is permitted that such information is the confidential and proprietary property of the Lebanese Red Cross and may not be disclosed to others or used for their own purpose.



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V. NOTICE OF DISCLOSURE.

In the event that the Employee receives a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Employee agrees, if legally permissible, to Promptly notify the Lebanese Red Cross of the existence, terms and circumstances surrounding such request or requirement, Consult with the Lebanese Red Cross on the advisability of taking legally available steps to resist or narrow such request or requirement and Assist the Lebanese Red Cross in seeking a protective order or other appropriate remedy; provided, however, that the Employee shall not be required to take any action in violation of applicable laws. In the event that such protective order or other remedy is not obtained or that the Lebanese Red Cross waives compliance with the provisions hereof, the Employee shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Employee not permitted by this Agreement.

VI. TERMS.

This Agreement, with respect to Confidential Information, will remain in effect for perpetuity.

VII. RETURN OF CONFIDENTIAL INFORMATION.

Upon request from the Lebanese Red Cross or upon the termination of Project and evaluations, Employee will promptly deliver to Lebanese Red Cross all originals and copies of all documents, records, software progr, media and other materials containing any Confidential Information. Employee shall also return to Lebanese Red Cross all equipment, files, and other personal property belonging to Lebanese Red Cross. Employee shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.

VIII. GOVERNING LAW

This Agreement shall be governed, construed and enforced in accordance with the laws of the Republic of Lebanon. Signee agrees that any action or proceeding arising out of this Agreement shall be brought and maintained in Lebanon, and hereby consents to the jurisdiction of the courts located in the city of Beirut Lebanon.

* This NDA shall survive and continue after any expiration or termination of the signee' contract.

Supplier Acknowledgment:

Full Name

Job Title

Supplier:

Date, Signature & Stamp:
