

# CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“Agreement”) made as of the [date] day of [Month], [Year], is by and between [Organization A] of [Address] (“[Short Organization name if applicable]”), and [Organization B] of [Address] (“[Short Organization name if applicable]”). [Short name of Organization A, if applicable] and [Short name of Organization B, if applicable] are at times referred to herein individually as a “Party” and collectively as the “Parties.” This agreement considers data provided by [Organization A] to be treated as confidential and will not be shared beyond the purposes of national GHG inventory estimates.

## AGREEMENT

**WHEREAS**, each party to this Agreement possesses certain confidential and/or proprietary information that it proposes to disclose to the other party solely for the purposes of **compiling confidential business information required to [insert the purpose of obtaining the information and how it will be used in the greenhouse gas inventory]**, all such disclosures are subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing and the promises and agreements herein set forth, the Parties agree as follows:

### 1. APPLICABLE LAW

- 1.1. This Agreement shall be governed by the laws of the [Name of Country, other political jurisdiction, or Ministry], without regard to [Name of Country, other political jurisdiction, or Ministry]’s conflict of laws principles; provided, however, that the determination of whether any Confidential Information (as such term is defined below) qualifies as a trade secret shall be made solely by reference to the law of the jurisdiction in which such Confidential Information is maintained by the Disclosing Party and not by reference to the laws of the [Name of Country, other political jurisdiction, or Ministry referred to above].

### 2. DEFINITIONS

- 2.1. For the purposes of this Agreement, the term, “Confidential Information,” shall mean confidential and/or proprietary information under the ownership or control of one of the parties. The term, “Confidential Information,” expressly excludes information that:
  - 2.1.1. was in the public domain at the time it was disclosed or falls within the public domain, except through a breach of this Agreement; or
  - 2.1.2. is or becomes known by the Receiving Party or any of its associated companies from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party; or
  - 2.1.3. was furnished to a third party by the Disclosing Party without restrictions on the third party’s rights similar to those contained in this Agreement; or

- 2.1.4. to the extent that such disclosure shall be required by law by the Receiving Party, but only after the Disclosing Party has been notified in writing by the Receiving Party and has been provided a reasonable opportunity to take appropriate action to protect its legal interest in the Confidential Information.
- 2.2. If only a portion of any Confidential Information falls within any one of the exceptions listed above, the remainder of such Confidential Information shall continue to be subject to this Agreement.
- 2.3. For the purposes of this Agreement, the term, “Disclosing Party,” shall mean the party owning or controlling Confidential Information and making such Confidential Information available to the other party.
- 2.4. For the purposes of this Agreement, the term, “Receiving Party,” shall mean the party who receives Confidential Information from the Disclosing Party.

### **3. LIMITATION ON USE OF CONFIDENTIAL INFORMATION**

- 3.1. The parties agree that, as between them, the asserted Confidential Information disclosed under this Agreement: (a) as it relates to Confidential Information disclosed by [Short name of Organization A if applicable], derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by other persons who can obtain economic value from its disclosure or use, and (b) as it relates to Confidential Information disclosed by [Short name of Organization B if applicable], derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.
- 3.2. All rights, title, and interest in Confidential Information disclosed pursuant to this Agreement are reserved by the Disclosing Party, and the Receiving Party will not use such Confidential Information disclosed to it by the Disclosing Party to benefit itself or others, except for the limited purposes for which the Confidential Information is disclosed within the context of this Agreement. The Receiving Party will not disclose such Confidential Information to any third party unless and until expressly authorized in writing to do so by the Disclosing Party.

### **4. PROTECTION OF CONFIDENTIAL INFORMATION**

- 4.1. The Receiving Party shall exercise at least the same standard of care to prevent the disclosure or misuse of the Confidential Information as it exercises to prevent the disclosure or misuse of its own Confidential Information, but in no event shall the Receiving Party exercise less than reasonable care [for example, the Receiving Party could ensure data are protected by locking spreadsheets with a password]. The Receiving Party shall limit dissemination of such Confidential Information to those persons within its organization who have a need to know such information to fulfill the purpose of this Agreement and who agree to be subject to the restrictions of

this Agreement. Both parties agree not to disclose the fact or content of any negotiations between them to third parties (other than outside counsel) without the written consent of the other party.

- 4.2. The Receiving Party shall aggregate all data disclosed, and emissions estimates will be aggregated with other data provided for the source category. Specific activity data for the Disclosing Party will not be presented or published in the National Inventory, and only the aggregated emissions estimates will be presented.

## **5. TERM OF AGREEMENT**

- 5.1. This Agreement shall take effect as of the date written above and shall terminate [amount of time, e.g., one year] from the effective date of this agreement.
- 5.2. The respective obligations of the parties relating to limitations on the use and/or disclosure of Confidential Information under this Agreement shall survive termination of this Agreement.

## **6. RETURN OF CONFIDENTIAL INFORMATION**

- 6.1. All Confidential Information and copies thereof shall be returned to the Disclosing Party at the time this Agreement expires, or earlier at the initiation of the Receiving Party or upon the Receiving Party's receipt of a written request from the Disclosing Party for the return of such Confidential Information.
- 6.2. The Receiving Party may retain one (1) copy of such Confidential Information for its legal archives, subject to the ongoing restrictions on the use and/or disclosure of the Confidential Information.

## **7. SPECIFIC PERSONS TO RECEIVE INFORMATION**

- 7.1. The following persons are designated as the respective parties' team leaders to receive and/or disclose the Confidential Information exchanged pursuant to this Agreement  
For [Organization A]: [Name(s)]  
For [Organization B]: [Name(s)]

## **8. MARKING OF CONFIDENTIAL INFORMATION**

- 8.1. Confidential Information developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Confidential Information by the Disclosing Party at the time of disclosure. When written identification of Confidential Information is not feasible at the time of such disclosure, the Disclosing Party shall provide such identification in writing promptly thereafter.

## **9. APPLICATION OF [COUNTRY] SECURITIES LAWS**

- 9.1. [Short name of Organization A if applicable] acknowledges that (a) [Short

name of Organization B if applicable] considers the Confidential Information to be material, non-public information about [Short name of Organization B if applicable], and (b) it is aware, and it will advise persons within its organization, that the [Country] securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

**10. RELATIONSHIP OF THE PARTIES**

10.1. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency or other similar relationship between the parties. Neither party is authorized solely by means of this Agreement to make any representation, contract or commitment on behalf of the other party, or to otherwise bind the other party in any respect whatsoever.

**11. ENTIRE AGREEMENT**

11.1. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

**NOW THEREFORE**, the parties hereto have caused this Agreement to be duly executed in their names by officials who are duly authorized as of the effective date set forth above.

**FOR: [ORGANIZATION  
A]**

**FOR: [ORGANIZATION  
B]**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**NAME (TYPED)**

\_\_\_\_\_  
**NAME (TYPED)**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**AMENDMENT NO. 1**

**CONFIDENTIALITY AGREEMENT**

This Amendment no. 1 (“Amendment”), is made and entered into this [Date] (“Amendment Effective Date”), by and between [**Organization A**], with its principal place of business at [Address] (“[Short Organization name if applicable]”), and [**Organization B**], with offices at [Address] (“[Short Organization name if applicable]”). [Short name of Organization A, if applicable] and [Short name of Organization B, if applicable] are at times referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. The Parties signed the Confidentiality Agreement (as so amended, the “Agreement”), on [Date].

**NOW IT IS HEREBY AGREED** as follows:

- A. [Description of the first matter amended].
- B. [Description of the second matter amended, as applicable].
- C. [Etc.]

**IN WITNESS WHEREOF**, the Parties intending to be bound hereby execute and deliver this Amendment by their duly authorized representatives as of the Amendment Effective Date.

**[Organization A]**

**[Organization B]**

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Print  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Print  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_