



NON-DISCLOSURE AGREEMENT

THIS **NON-DISCLOSURE AGREEMENT** dated _____ is made BETWEEN

(1) The GLOBAL CROP DIVERSITY TRUST ("Disclosing Party") with its address at Platz Der Vereinten Nationen 7, 53113 Bonn, Germany

and

(2) _____ ("Receiving Party") with its address at

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information which is to be used for the purpose of preparing and submitting a tender to provide services to the Disclosing Party (the "Permitted Purpose").

1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" shall mean all confidential or proprietary information (however recorded or preserved) relating to the work of the Disclosing Party that is directly or indirectly disclosed or made available (in any form or medium) to the Receiving Party or any of its representatives by any agent, officer or employee of the Disclosing Party or which comes to the Receiving Party's attention in connection with the Permitted Purpose whether before, on or after the date of this Agreement; and all confidential or proprietary shall include all information or material that has or could have commercial value or other utility in the work in which Disclosing Party is engaged.

2. Exclusions from Confidential Information. Receiving Party'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 Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Permitted Disclosure. Subject to complying with its obligations under this Agreement, The Receiving Party may disclose Confidential Information to:

3.1 those officers and employees of it or any member of its Group that need to know the relevant Confidential Information for the Permitted Purpose;

3.2 the professional advisers or consultants engaged to advise it in connection with the Permitted Purpose; and



3.3 any person whom the other party agrees in writing may receive the relevant Confidential Information.

4. Mandatory Disclosure.

4.1 Subject to the provisions of this Clause, the Receiving Party may disclose Confidential Information to the minimum extent required by:

- 4.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; or
- 4.1.2 the rules of any listing authority or securities exchange on which the shares of any company in its Group are listed or traded; or
- 4.1.3 the laws or regulations of any country with jurisdiction over its affairs or the affairs of any company within its Group.

4.2 Before either party discloses any Confidential Information under Clause 4.1, it shall (to the extent permitted by law) use all reasonable endeavours to:

- 4.2.1 inform the Disclosing Party of the full circumstances of the required disclosure and the Confidential Information that must be disclosed;
- 4.2.2 take all such steps as may be reasonable and practicable in the circumstances to agree the contents of the required disclosure with the other party before it is made;
- 4.2.3 consult with the Disclosing Party as to possible steps to avoid or limit the required disclosure and to take those steps where they would not result in significant adverse consequences to the first party;
- 4.2.4 gain assurances as to confidentiality from the body or authority requiring the disclosure; and
- 4.2.5 where the disclosure is by way of public announcement, agree the wording of such announcement with the Disclosing Party before it is made.

5. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to its employees as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it to do so, in writing.

6. Duration. This Agreement shall continue for a period of 6 months from the date it is entered into. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of 5 years or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.



7. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

7. **Severability.** 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.

8. **Entire Agreement.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

9. **Variation.** This Agreement may not be amended except in a writing signed by both parties.

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

11. **Governing law.** This Agreement shall be governed by general principles of law to the exclusion of any single national system of law.

12. **Dispute resolution.** Any dispute relating to the interpretation or execution of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

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.

Disclosing Party

Receiving Party

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____