



## **CONFIDENTIALITY AGREEMENT FOR REPRESENTATIVES FROM INTERNATIONAL ORGANIZATIONS AND DONORS PARTICIPATING IN THE IPPC PHYTOSANITARY CAPACITY EVALUATION PROCESS AS OBSERVERS**

*(As approved by the November 2021 IC, Appendix 11)*

- [1] In the framework of the International Plant Protection Convention (IPPC), the Food and Agriculture Organization of the United Nations (FAO), acting through the IPPC Secretariat, conducts Phytosanitary Capacity Evaluations (PCEs) in countries, mostly through projects.
- [2] The Undersigned has asked to participate as an observer in a Project where a PCE will be conducted. The implementation of the PCE in targeted IPPC contracting parties gives the Observers access to information on their phytosanitary status and regulatory capacity, which is considered sensitive information.
- [3] An observer is defined as any representative from an international organization, or a donor, who has interest whether directly or indirectly in the application and outcome of the PCE.
- [4] The Undersigned should seek written approval from the official IPPC Contact Point of CP to participate as an observer in the missions and/or virtual workshops needed to conduct the PCE.
- [5] The information obtained during the conduct of the PCE belongs to the CP and is recorded in the PCE platform, which is under the oversight of FAO.
- [6] The IPPC Secretariat is willing to provide the Undersigned access to the Information for the purpose of performing his/her responsibilities in connection with the Project, including the conduct of a PCE.
- [7] The Undersigned undertakes to regard the Information as confidential and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in this Undertaking, except that the Undersigned shall not be bound by any such obligations if he/she is clearly able to demonstrate that the Information:
  - (1) was known to his/her prior to any disclosure by FAO to the Undersigned.
  - (2) was in the public domain at the time of disclosure by FAO to the Undersigned.
  - (3) becomes part of the public domain through no fault of the Undersigned; or
  - (4) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality.
- [8] The Undersigned also undertakes not to communicate the outcome and/or deliberations and recommendations resulting from the Project, and the PCE except as agreed by FAO and the IPPC Secretariat.
- [9] The Undersigned agrees to comply with the terms contained in the Personal Data Protection Principles set out in FAO Administrative Circular AC 2021/01 (attached).
- [10] The obligations of the Undersigned shall survive the termination of his/her participation in the Project.
- [11] The Undersigned agrees to return any and all copies of the Information, within 7 working days following the completion of the Project.
- [12] This Confidentiality Undertaking is subject to the general principles of law to the exclusion of any single national system.
- [13] Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject, at the request of either FAO or the Undersigned, to conciliation. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on

International Trade Law, as at present in force. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the Arbitration Rules of the United Nations Commission on International Trade Law as at present in force. FAO and the Undersigned shall accept the arbitral award as final.

[14] The Undersigned acknowledges that he/she has read and understood this Confidentiality Undertaking and voluntarily accepts the duties and obligations set forth herein.

Full Name:	Signature:
Passport number: Government ID number: Country of nationality:	Date: