

CONFIDENTIALITY AGREEMENT

End-term evaluation of the SIDA-ACF grant agreement 2021-2025

ACF reference: [FR-PA-IDRU-202501]

**This confidentiality agreement, hereinafter referred to as "the Agreement", is entered into by and between :**

**ACTION CONTRE LA FAIM**, a non-governmental organisation, registered under number 318 990 892, whose head office is located at 102 rue de Paris CS 10007 93558 MONTREUIL CEDEX, FRANCE, with European intra-community VAT number FR 79 318 990 892, represented by Nicolas LACROIX, International Donor Relations Unit Director, duly authorised for the purposes hereof,

Hereinafter referred to as **"ACF"** or the **"Disclosing Party",**

on theone hand,

**AND**

**[One of the following two options must be deleted]:**

**<1st Option: legal entity**

The company <name of the company or organisation >, <form of the company or organisation>, registered under number <XXX>, whose registered office is located at <address>, represented by <name and capacity of the legal representative>, duly authorised for the purposes hereof,

**<2nd option: individual**

<Mr or Mrs >, <name, first name>, identified <XXX>, residing at <address>,

Hereinafter referred to as **XXX** or the "**Beneficiary Party**",

on the other hand,

Hereinafter referred to together as the “**Parties**”,

**PREAMBLE**

**<To be completed with the context and if necessary with the key points of the project>.**

Action contre la Faim is a non-profit humanitarian organization, recognized as being of public utility, which currently operates emergency and rehabilitation programs in over 47 countries from its six entities in France, the United States, Great Britain, Spain, Canada and India. It works in the fields of nutrition and health, food security, water and sanitation, and advocacy.

ACF is a non-governmental organization, governed by the law of 1er July 1901, approved by the decree of 18 April 1994, published in the *Journal Officiel de la République française* of 24 April 1994.

<XXX is ...XXX - to be completed with the presentation of the other party, in particular its principal activity>.

XXX, aware of ACF's work, declares that he/she adheres to the essential principles of humanitarian action and declares that he/she respects ACF's principles and Policies.

According to the Grant Agreement between the Swedish International Development Cooperation Agency (Sida) and Action Against Hunger (ACF) for the period 2021–2025, a final evaluation focusing on the results achieved by the program must be finalized by April 2026.

The objective of this end-term evaluation is to strengthen the understanding of the Grant Agreement’s impact on communities and humanitarian outcomes, and to identify key successes, challenges, and lessons learned from the implementation of its programs and projects. The consultancy is anticipated to start in late 2025 and finish by mid-April 2026. As part of the proposal preparation process, ACF has decided to disclose and entrust certain confidential information to [Consultant/Company Name]. This information may include, but is not limited to, technical documentation, financial data, strategic plans, programmatic details, and any other materials related to the tender process and the implementation of the Grant Agreement between ACF and the Swedish International Development Cooperation Agency (Sida).

**The purpose of this Agreement is to define the terms and conditions under which the Beneficiary Party undertakes to keep strictly secret all confidential information communicated by the Disclosing Party.**

## **Article 1. Definitions**

In this Agreement, capitalized terms have the following meanings:

* 1. The **"Disclosing Party"** refers to the party that communicates its confidential information to the other party. In the context of this agreement, the Disclosing Party is essentially Action Contre la Faim.
	2. The **"Beneficiary Party"** refers to the party that receives the confidential information from the Disclosing Party.
	3. **"Confidential Information"** means all information, documents, software, data, know-how, prototypes, contacts, financial information, information, studies and tools transmitted by the Issuing Party.

## **Article 2. Implementation of confidentiality**

**2.1.** The Beneficiary Party undertakes to keep strictly confidential and not to disclose or communicate to third parties, by any means whatsoever, any information sent to it by the Disclosing Party or to which it may have access in the performance of this Agreement.

**2.2.** The Beneficiary Party will take all necessary measures to preserve the confidential nature of the information. These measures may not be less than those taken by it to protect its own Confidential Information.

**2.3.** The Beneficiary Party undertakes to communicate the said information only to those members called upon to take knowledge of it and to use it within the framework of the implementation of the specific project set out above.

However, the Beneficiary Party may communicate the information to other persons with the prior written consent of the Disclosing Party.

**2.4**. The Beneficiary Party undertakes to take all steps to ensure that all other persons who are not signatories to this Agreement treat the information in accordance with the confidentiality and use provisions of this Agreement. The Beneficiary Party undertakes to respect this obligation of confidentiality both for itself and for other persons.

## **Article 3. Use and ownership of information**

**3.1.** The information obtained by the Beneficiary Party may only be used for the performance of the purpose of this Agreement, as referred to in the preamble. Any other use shall be subject to the prior written authorization of the Disclosing Party.

**3.2.** Under no circumstances may the Beneficiary Party rely on the said information to grant any operating license or any copyright or prior possession right as defined in the French Intellectual Property Code.

**3.3.** Confidential information communicated by the Issuing Party will remain its exclusive property.

**3.4.** However, the provisions of this Agreement shall not apply to information for which the Beneficiary Party can prove :

* that this information was in the public domain prior to the date of communication by the Disclosing Party or that it subsequently entered the public domain through no fault of the Receiving Party;
* that it has received them without any obligation of secrecy from a third party authorized to disclose them;
* they have been disclosed by virtue of a legislative or regulatory provision.

## **Article 4. Duration**

The obligations of this Agreement shall enter into force on the date of signature by both Parties and shall remain in force for a minimum period of five (5) years.

## **Article 5. Protection of Personal Data**

**5.1. XXX** shall, in the context of this Agreement, comply with all the relevant requirements of applicable and subsequent legislation on the protection of Personal Data. In particular, the parties undertake to comply with current French and European regulations applicable to the processing of Personal Data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, "the European Data Protection Regulation - GDPR".

**5.2.** For the purposes of this Agreement, personal data or Personal Data means any information that can be used to identify, directly or indirectly, a natural person, as defined by data protection legislation.

**5.3. XXX** undertakes under no circumstances to disclose to third parties any data that it may collect and/or process during the performance of this Agreement and not to use or re-use such data for any other purpose, during the term of this Agreement and after its termination.

**5.4. XXX** agrees and warrants that it will only process personal data on behalf of ACF, following its instructions only, and undertakes not to use such data for its own account or to communicate it to third parties (including any related company or sub-contractor).

**5.5. XXX** will notify ACF:

(i) Any legally binding request for disclosure of Personal Data by an authority (French or foreign), after having asked this authority to address the request directly to ACF.

(ii) Any accidental or unauthorized access to Personal Data;

(iii) Any request from an individual relating to his or her own Personal Data. **XXX** may not respond to such a request without ACF's prior written authorization. At ACF's request, **XXX** undertakes to co-operate with ACF in respect of any request from a data subject for access, rectification or deletion of Personal Data and/or to respond to any request from a Regulatory Authority, in particular in the event of an audit.

**5.6. XXX** will implement all appropriate technical and organizational measures to ensure the confidentiality and security of personal data processed under this Agreement and, in particular, to prevent it from being distorted, damaged or accessed by unauthorized third parties.

**5.7. XXX** undertakes to implement the security measures agreed between the Parties. In particular, <XXX to be completed with details of the security measures, e.g.: identification and securing of premises, logical security, encryption of personal data, tracing on the computer system, etc.>. All security measures implemented must be documented and handed over to ACF at its first request.

**5.8.** ACF is authorized to carry out any checks necessary to verify compliance with the data protection obligations under this Agreement and applicable data protection law, in particular by means of audits carried out by ACF or by a Third Party appointed by ACF. Such monitoring does not relieve **XXX** of its obligations under this Agreement.

## **Article 6. Applicable Law and Dispute Resolution**

This Agreement is governed by French law. In the event of difficulties over the interpretation or performance of this Agreement, the Parties shall endeavor to resolve their differences amicably.

Where such a dispute arises, the party in disagreement must inform the other party in writing of the nature of the disagreement, who must respond within seven (7) days of receipt of the notification. If necessary, a conciliation meeting with two representatives of each party shall be arranged to discuss the matter and agree on the way forward.

In the event of persistent disagreement, disputes will be brought before the competent courts in France.

## **Article 7. Return of information**

All information and its reproduction, all documents, materials, tools or other items sent by the Disclosing Party to the Beneficiary Party must be returned to the Disclosing Party immediately at the latter's request and no later than the expiry of this Agreement unless the parties expressly agree otherwise in writing.

Done in English, in Montreuil. The Parties agree to sign this Contract by electronic signature. Representatives have to sign every pages of this Contract, initials will be sufficient.

|  |  |
| --- | --- |
| **ACF representative :** | **Beneficiary Party representative:** |
| Name : Nicolas LACROIXTitle : International Donor Relations Unit DirectorDate and signature : | Name : Title :Date and signature : |