

Intent to Participate Letter

To:

Christophine MARTY-MOREAU, Procurement Manager, DNDi

Email: cmarty@ndi.org

From:

Company Name: _____

Company address: _____

Contact Name: _____

Title: _____

Phone Number: _____

Email: _____

Status

We plan to submit a proposal in response to DNDi's request for proposal ("RFP"), and therefore < **insert your company name** > (the "company") hereby confirms and agrees the following:

1) Confirmation

- a) The company confirms that the company and all of its Affiliates¹:
 - i) are neither currently under investigation for providing, nor have been otherwise declared ineligible to provide, services to DNDi or any DNDi's employee, consultant or officer as a result of findings of fraudulent, corrupt, collusive or coercive practices;
 - ii) do not exploit child labour, use forced labour or otherwise violate human rights in the conduct of their business;
 - iii) do not engage in any discrimination based on race, color, religion, sex, marital status, national origin, age, disability or sexual orientation;
 - iv) pay at least the minimum wage or a fair representation of the prevailing industry wage;
 - v) provide a safe and healthy workplace;
 - vi) comply with all applicable laws, regulations and guidelines for the care, welfare and ethical treatment of animals, in particular explore and evaluate alternatives using the 3Rs (Replacement, Reduction and Refining); and
 - vii) use their best effort to be environmentally friendly, promote and apply fair trades principles.

2) Confidentiality

- a) "Confidential Information" means any data or information of any kind regarding the project(s) covered in the RFP (whether or not marked 'confidential') in any form or medium which is disclosed, divulged, communicated or made available (whether before or after the date of this Intent to Participate Letter) by a Party² to the other, irrespective of whether it is in oral or a written form, or recorded or stored by

¹ "Affiliate" means, for the purpose of this Intent to Participate Letter, any legal entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common control with a Party, the term "control" meaning (a) direct or indirect ownership of fifty percent (50%) or more of the share capital or the voting equity interests; or (b) the power to appoint a majority of the managing directors or managers, of such Party.

² Each of DNDi and the company are herein referred to as a "Party"; and together as the "Parties".

electronic, magnetic, electromagnetic or other form, process or otherwise in a machine readable form or translated from the original language.

- b) Each Party shall, and shall cause its officers, directors, employees, agents and Affiliates, to keep confidential and not disclose to a third party and not use, directly or indirectly, for any purpose other than for the RFP, any Confidential Information provided or otherwise made known to it, directly or indirectly, by the other Party, except to the extent such disclosure or use is expressly permitted by the disclosing Party.
- c) Notwithstanding the foregoing, the confidentiality and non-use obligations under this Section shall not apply to any information that is:
 - i) in the possession of the receiving Party prior to disclosure by the disclosing Party, as documented by the receiving Party's written records or other competent proof;
 - ii) in the public domain prior to disclosure or becomes part of the public domain through no wrongful act, fault, negligence or breach of this Intent to Participate Letter by the receiving Party;
 - iii) subsequently disclosed to the receiving Party by a third party free of any obligation of confidence to the disclosing Party, as documented by the receiving Party's written records or other competent proof; or
 - iv) independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information, as documented by the receiving Party's written records or other competent proof.
- d) Each Party may disclose Confidential Information of the other Party to the extent that such disclosure is:
 - i) deemed necessary by the receiving Party to be disclosed to subcontractors, consultants or funding partners, on the condition that such subcontractors, consultants and funding partners agree to be bound by confidentiality and non-use obligations at least as stringent as the confidentiality and non-use obligations contained in this section 2;
 - ii) required to be disclosed to comply with applicable law or regulations or to comply with a valid and enforceable order of a court of valid jurisdiction or by a binding decision of any governmental body having jurisdiction, provided that the receiving Party shall:
 - (1) provide the disclosing Party with prior written notice of such disclosure requirement as soon as it becomes aware thereof;
 - (2) assist the disclosing Party, at the disclosing Party's sole expense, in obtaining a protective order precluding or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purpose of which it is required; and
 - (3) limit the disclosure of Confidential Information to that information which is legally required to be disclosed in response to such court or governmental order.
- e) The confidentiality and non-use obligations herein shall survive the termination or expiration of the RFP for a period of ten (10) years. The receiving Party shall be liable to the disclosing Party for any unauthorized use and/or disclosure of the disclosing Party's Confidential Information by its own Affiliates as if the receiving Party had itself committed a breach of its obligations herein.

3) Dispute Resolution

- a) Any dispute, controversy or claim arising out of or in connection with this Intent to Participate Letter, unless settled amicably, shall be finally and exclusively settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) in force on the date when the Notice of Arbitration is submitted.

- b) The appointing authority shall be the President of the Swiss Arbitration Association (ASA). The number of arbitrators shall be one, unless otherwise agreed by the Parties. The seat of arbitration shall be Geneva. The language of the arbitration proceedings shall be English. The Parties agree to be bound by any award made by the arbitrator(s). Each Party shall bear its own attorneys' fees, costs and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrators; provided, however, that provided the arbitrators shall be authorized to determine whether a Party is the prevailing Party, and if so, to award to that prevailing Party reimbursement for its reasonable attorneys' fees, costs and disbursements.

- c) The company waives and releases any right to enjoin or otherwise interfere with the decision made by DNDi to appoint the winning bidder to perform the services described in the RFP.

We do not plan to submit a proposal in response to DNDi RFP.

Acknowledged and agreed:

Company Name: _____

Contact Name: _____

Title: _____

Signature: _____

Date: _____