

ANNEX 4: PROPRIETARY RIGHTS OF KNOWLEDGE PRODUCTS PRODUCED UNDER THIS ASSIGNMENT

1. Copyright, Patents and Other Proprietary Rights:

- 1.1 UNCDF is custodian of copyright, patents and other proprietary rights. Except as is otherwise expressly provided in writing in the Agreement, UNCDF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the RECIPIENT INSTITUTION has developed for the UNCDF under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and the RECIPIENT INSTITUTION acknowledges and agrees that such products, documents and other materials constitute works made for the UNCDF. In line with the public good nature of the UNCDF, UNCDF will place all the deliverables for publication specified in the public domain with the intent that they can and should be freely and widely used by other parties and the RECIPIENT INSTITUTION shall not be excluded from the ability to use such deliverables on the same basis as other external parties.
- 1.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the RECIPIENT INSTITUTION: (i) that pre-existed the performance by the RECIPIENT INSTITUTION of its obligations under the Agreement, or (ii) that the RECIPIENT INSTITUTION may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the UNCDF does not and shall not claim any ownership interest thereto, and the RECIPIENT INSTITUTION grants to the UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.
- 1.3 At the request of the UNCDF; the RECIPIENT INSTITUTION shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable law and of the Agreement.
- 1.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the RECIPIENT INSTITUTION under the Agreement shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Agreement.

2. Use of Name, Emblem or Official Seal of UNCDF or the United Nations:

- 2.1 The RECIPIENT INSTITUTION shall not advertise or otherwise make public the fact that it is a RECIPIENT INSTITUTION with UNCDF without the express written consent of UNCDF, nor shall the RECIPIENT INSTITUTION, in any manner whatsoever use the name, emblem or official seal of UNCDF or The United Nations, or any abbreviation of the name of UNCDF or United Nations in connection with its business or otherwise.
- 2.2 However, the RECIPIENT INSTITUTION may represent in the course of the activities necessary to produce these results and in general that it has been appointed by UNCDF to complete the activities and deliverables specified in this agreement; provided that the RECIPIENT INSTITUTION or any party associated with it may not make any public announcement to this effect until UNCDF has issued an announcement.
- 2.3 The RECIPIENT INSTITUTION shall have no ability to make any representations which bind UNCDF other than in the direct course of delivering the specific results indicated here.
- 2.4 While all publications resulting from this Agreement shall follow the template and format to be defined by UNCDF, the authorship of RECIPIENT INSTITUTION, including specific members of the RECIPIENT INSTITUTION's consortium shall be acknowledged in each publication.

3. Confidential Nature of Documents and Information:

Information and data that is considered proprietary by either party and that is delivered or disclosed by one party ("Discloser") to the other party ("Receiver") during the course of performance of the Agreement, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 3.1 The receiver ("Receiver") of such information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and, use the Discloser's Information solely for the purpose for which it was disclosed.
- 3.2 Provided that the Receiver has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Agreement and this Article 8, the Receiver may disclose Information to any other party with the Discloser's prior written consent; and, the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes

of performing obligations under the Agreement, provided that, for these purposes a controlled legal entity means:

3.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

3.2.2 any entity over which the Party exercises effective managerial control; or,

3.2.3 for the UNCDF, UNDP and UNV, as associated fund of UNDP.

3.3 The RECIPIENT INSTITUTION may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the RECIPIENT INSTITUTION will give the UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made, to the extent allowed by law.

3.4 The UNCDF may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

3.5 The Receiver shall not be precluded from disclosing Information that is obtained by the Receiver from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Receiver, or at any time is developed by the Receiver completely independently of any disclosures hereunder.

3.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement for a period not to exceed 2 years from termination.



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