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Confidentiality and Non-Disclosure Agreement

M. Cherif Bassiouni 1937-2017

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned has agreed to perform services for the DePaul International Human Rights Law Institute (IHRLI), under the direction of Professor M. Cherif Bassiouni, in his capacity as Member of the United Nations Commission of Experts Established Pursuant to Security Resolution 780 (1992) and Special Rapporteur for the Gathering and Analysis of Facts. The IHRLI has created and developed a database and documentation system for materials and reports received by the United Nations Commission of Experts. The database and documentation system contains data pertaining to alleged violations of international humanitarian law in the former Yugoslavia.

1. This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time the undersigned initially provided services for the IHRLI.

2. For due consideration, the undersigned acknowledges and agrees that any and all information, in any form, that IHRLI makes available to the undersigned or that is obtained on behalf of IHRLI is "Confidential and Proprietary Information." The undersigned agrees that he or she will not, during or after the term of this Agreement, duplicate or disclose any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of IHRLI), unless such duplication, use or disclosure is specifically authorized by IHRLI through its President or his designate. "Confidential and Proprietary Information" is not meant to include any information provided by IHRLI to the undersigned that at the time of disclosure is known to the public or that was already known to the undersigned from a source other than IHRLI.

3. All Confidential and Proprietary Information shall belong exclusively to IHRLI, and the undersigned agrees to turn over any or all such materials in the undersigned's possession or control to IHRLI upon request or upon termination of the undersigned's services with IHRLI.

4. The undersigned acknowledges and agrees not to make oral or written statements, representations or agreements on behalf of IHRLI without specific authorization from IHRLI through its President or his designate.

5. Because of the unique nature of the Confidential and Proprietary Information, the undersigned understands and agrees that IHRLI will suffer irreparable harm in the event that the undersigned fails to comply with any and all obligations of this Agreement and that monetary damages will be inadequate to compensate IHRLI for such breach. Accordingly, the undersigned agrees that IHRLI will, in addition to any other remedies available to it at law or in equity, be entitled to declaratory and injunctive relief to enforce the terms of this Agreement.

6. This Agreement shall be governed by Illinois law applicable to contracts between residents of Illinois that are wholly executed and performed in Illinois. This Agreement contains the full and complete understanding of the undersigned and IHRLI with respect to the subject matter hereof and supersedes all prior representations and understandings, whether written or oral.

I agree to the above terms and acknowledge receipt of a copy of this Agreement.

Date: _____

Signature: _____

Name (printed): _____

Social Security No. _____

Mailing Address: _____

