

GLOSOLAN – Global Soil Laboratory Network – Technical Working Group.

## **STATEMENT OF COMMITMENT AND CONFIDENTIALITY UNDERTAKING**

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- 1) Under the umbrella of the Global Soil Partnership (GSP) of the Food and Agriculture Organization of the United Nations (FAO), the activities of the Global Soil Laboratory Network (GLOSOLAN) are implemented through volunteering experts participating in the GLOSOLAN Technical Working Group.
- 2) The activities, documents, data and information provided by the GSP to the members of the GLOSOLAN Technical Working Group, GLOSOLAN members and third parties, as well as the documents and information developed by the GLOSOLAN Technical Working Group are hereinafter referred to as ("the Information").
- 3) The Undersigned has agreed to participate in the development and review of the GLOSOLAN products, which implies participation in all GLOSOLAN activities, including the Technical Working Group.
- 4) As a participant in the GLOSOLAN activities and Technical Working Group, the Undersigned has access to the information on quality-assured soil data and information about hazards and indicators, which is considered to be of a sensitive nature and shall be considered as part of the Information.
- 5) The GSP Secretariat will provide to the Undersigned the Information for the purpose of performing his/her responsibilities in connection with the GLOSOLAN Technical Working Group.
- 6) 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:
  - a) was in the public domain at the time of disclosure by FAO to the Undersigned; or
  - b) becomes part of the public domain through no fault of the Undersigned; or
  - c) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality.
- 7) The Undersigned also undertakes not to communicate the outcome and/or deliberations and recommendations resulting from the GLOSOLAN Technical Working Group, except as agreed by FAO and the GSP Secretariat.
- 8) The obligations of the Undersigned shall survive the termination of his/her participation in the GLOSOLAN Technical Working Group and activities.
- 9) The Undersigned agrees to return any and all copies of the Information, promptly following the completion of the GLOSOLAN Technical Working Group and activities.
- 10) Nothing in or relating to this Undertaking or in any document or arrangement relating thereto shall be construed i) as a waiver, express or implied, of any of the privileges and immunities of FAO, nor as extending any privileges or immunities of FAO to the

Undersigned, ii) as the acceptance by FAO of the applicability of the laws of any country to FAO, or iii) as the acceptance by FAO of the jurisdiction of the courts of any country.

- 11) This Undertaking is subject to general principles of law to the exclusion of any single national system.
- 12) 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 one conciliator. Should FAO and the Undersigned fail to reach agreement on the name of a sole conciliator, each of them shall appoint one conciliator. 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 United Nations Commission on International Trade Law as at present in force. FAO and the Undersigned shall accept the arbitral award as final.
- 13) The Undersigned acknowledges that he/she has read and understood this Confidentiality Undertaking and voluntarily accept the duties and obligations set forth herein.

Full Name:

Signature:

Passport number:

Date:

Country of nationality:

Please sign and scan to return. Please bring the original version with you.