**CONFIDENTIALITY AGREEMENT**

The undersigned:

The CORPORACIÓN ANDINA DE FOMENTO, a legal entity of public international law, constituted in accordance with its Constitutive Agreement signed in Bogotá, Republic of Colombia on February 7, 1968 (hereinafter "CAF"), represented in this act by the undersigned, who has the necessary authority to do so; and and;

(Name of Legal Entity), a commercial company registered with the [Name of Commercial Registry], under N° [●], Volume [●], Protocol [●], represented herein by (Name and Surname), of legal age, [nationality], domiciled at this address, holder of Identity Card No. [●], duly authorized to carry out this act, as evidenced in (POWER OF ATTORNEY/ARTICLES OF INCORPORATION). [LEGAL ENTITY]

For the purposes of this document, shall be referred to as "The Supplier/Consultant".

CAF and the Supplier/Consultant shall be jointly referred to as the “Parties” and individually as a “Party”.

**WHEREAS:**

**WHEREAS,** Corporación Andina de Fomento, hereinafter referred to as "CAF", a financial institution under international public law, established by an agreement signed in Bogotá, Colombia, on February 7, 1968, is in the process of requesting proposals for **CAF BARBADOS OFFICE RENOVATION – PROJECT MANAGEMENT**, hereinafter referred to as the "Project".

**WHEREAS,** by virtue of said "Project" and for the purpose of submitting the aforementioned proposal, both Parties will receive confidential information, this being understood as all information related to the "Project", regardless of whether it is identified or not as such, disclosed by the Parties in verbal or written form, including graphic, data or electromagnetic format.

In this regard, the Parties, in order to ensure the due protection and preservation of confidential and privileged information made available by one Party to the other in connection with the proposal process, agrees to enter into this CONFIDENTIALITY AGREEMENT, hereinafter referred to as the "Agreement", in the following terms:

For the purposes of this "Agreement", "Confidential Information" means any information related to either Party (hereinafter the “Disclosing Party”) made available to the other Party (hereinafter the “Receiving Party”), whether directly or indirectly, in verbal, written, graphic, or electronic form. In particular, "Confidential Information" shall include any information, process, technique, algorithm, software program (including source code), design, drawing, formula or data in test or production relating to any research project, work in progress, creation, engineering, development, marketing, services, financing or personnel matters relating to the Parties, their current or future products, sales, suppliers, clients, employees, investors, or business, among others.

The Receiving Party declares that all of the "Confidential Information" provided by the Disclosing Party as a consequence, result or within the framework of the "Project" is the property of the Disclosing Party and may only be used by the Receiving Party for the purpose of evaluating the “Project” and submitting a proposal.

**USE OF CONFIDENTIAL INFORMATION**

The Receiving Party agrees to maintain the privacy of the "Confidential Information" and, unless expressly authorized in writing by the Disclosing Party, not to disclose the "Confidential Information" to a third party. The Receiving Party expressly agrees to maintain the confidentiality of the existence of this "Agreement" and of any conversations or negotiations with the other Party.

The Receiving Party shall keep the "Confidential Information" confidential. It shall only use such information or documentation for the purpose for which it was given to him and will use the same means to protect the privacy of “Confidential Information" as it uses to protect its own confidential information, but in any event will make, at a minimum, a reasonable effort.

The Receiving Party may disclose the "Confidential Information" received under this "Agreement" only to those of its employees, officers, directors, representatives and internal or external advisors or to those employees, officers, directors, representatives and advisors, who need to know the "Confidential Information" for the purposes set forth in this "Agreement" and as required to know the same. In any case, it shall be ensured that such persons are informed of the confidential nature of the "Confidential Information".

The disclosure of the "Confidential Information" by the Receiving Party in breach of this "Agreement" will make him/her responsible for the direct damage caused to the Disclosing Party derived from its negligent or fraudulent conduct.

The Receiving Party shall designate one or more people within its organization as the person or persons authorized to deliver and receive "Confidential Information".

**EXCLUDED INFORMATION.**

It shall not be considered as "Confidential Information" and, therefore, the Receiving Party shall not be liable for the disclosure, nor shall it have any obligations to the Disclosing Party of Information received under this **"**Agreement" when:

1. The Information is or becomes part of the public domain without any breach of this "Agreement";
2. The Information is lawfully obtained by the Receiving Party from a third party legally entitled to disclose such Information without breaching this “Agreement.
3. The Information is known or received by the Receiving Party prior to its disclosure by the Disclosing Party or to the date of this "Agreement";
4. The Disclosing Party has given its prior written consent to such disclosure or stated that it is not confidential; or
5. The disclosure is made to comply with a legal requirement or demand of a judicial authority or governmental or regulatory body or by legal or regulatory mandate. In this case, if legally possible, the Receiving Party shall immediately notify the Disclosing Party in writing so that the latter may implement the necessary actions to safeguard its rights, unless such notification is prohibited by law. The Receiving Party shall delay any disclosure for as long as legally and reasonably possible (without incurring liability for failure to make such disclosure) to enable the Disclosing Party to take the necessary action.

**RETURN OF INFORMATION**

Upon termination of the process that is the subject matter of this "Agreement", if so requested in advance and in writing by the Disclosing Party, the Receiving Party shall, to the extent technically feasible: (i) return the “Confidential Information” to the Disclosing Party, or (ii) destroy or delete any "Confidential Information" received under this "Agreement" that is in electronic format, the "Confidential Information" received under this "Agreement". Notwithstanding the foregoing, the Receiving Party shall have the right to retain copies or reproductions of the Information (i) for internal and external audit, legal and regulatory purposes, (ii) to comply with legal provisions or internal policies regarding the safekeeping of documents and records, (iii) for dispute resolution purposes, in accordance with its normal information retention practices, or (iv) to the extent that any competent governmental, regulatory or judicial authority requires the maintenance of "Confidential Information", or (v) when the Information has been disclosed pursuant to the preceding section.

However, the "Confidential Information" that has not been returned, destroyed or eliminated, as well as its reproductions, will continue to be confidential, unless it is catalogued as Excluded Information, for reasons different from the breach of this "Agreement".

**NO COMMITMENT**

Neither this "Agreement" nor any document or communication, whether containing "Confidential Information" or not, provided in the course of or in connection with negotiations or discussions relating to the "Project" is or should be considered a recommendation by the Receiving Party in connection with the "Project". Any business relationship between the Parties, if any, shall be the subject of a separate contract, agreement or arrangement.

**TERM**

This "Agreement" shall remain in force for as long as the Receiving Party continues to receive Confidential Information from the Disclosing Party. Notwithstanding the foregoing, the confidentiality obligations assumed by the Parties hereunder shall remain in effect for a period of five (5) years from the date of execution of this Agreement, regardless of the duration of the relationship between the Parties or the termination of this instrument. Upon the expiration of such period, the Parties shall be released from said obligations, unless the disclosed information continues to be deemed confidential by operation of law or by express agreement between the Parties.

**APPLICABLE LAW AND JURISDICTION**

This "Agreement" shall be governed by and construed in accordance with the laws of **BARBADOS,** subject to the courts of the city of **BRIDGETOWN, BARBADOS.**

Nothing herein shall be construed as a waiver of the privileges, exemptions and immunities granted to “CAF” by its Articles of Agreement or by the Agreements signed with any of its shareholder countries, or by any other applicable law.

In witness whereof the Parties hereby subscribe this Confidentiality Agreement, in two (2) identical originals, in **BRIDGETOWN, BARBADOS** the day of the month of july of 2025.

Date:

**CAF**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[NAME]
[POSITION]**

Date:

**Supplier/Consultant**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[NAME OF THE NATURAL PERSON OR LEGAL ENTITY REPRESENTATIVE, AS APPLICABLE]
[POSITION OF THE LEGAL ENTITY REPRESENTATIVE, IF APPLICABLE]**