

MILLENNIUM CHALLENGE ACCOUNT – LIBERIA CONFIDENTIAL INFORMATION POLICY

I. Purpose

The Millennium Challenge Account – Liberia (“*MCA-Liberia*”) encourages transparency with respect to implementation of the Compact. To avoid harm to MCA-Liberia and the Compact program, however, certain privileged, proprietary and sensitive information of MCA-Liberia must nonetheless be treated as confidential and handled in a reasonable and appropriate manner to avoid public disclosure. The general purpose of the policy outlined in this document (the “*Confidential Information Policy*”) is to protect the confidential information of MCA-Liberia and to provide guidance to members of the Board of Directors, officers, staff and agents of MCA-Liberia and members of the MCA-Liberia Stakeholders Committee in the handling and treatment of confidential information.

II. Definitions

When used in this Confidential Information Policy, the following terms have the meanings given to them below. Capitalized terms used but not defined in this Confidential Information Policy have the meanings given to them in the Compact or the Program Implementation Agreement, as the case may be.

“*Acknowledgement*” means the acknowledgement and disclosure form attached to this Confidential Information Policy as Appendix 1.

“*Board of Directors*” means the Board of Directors of MCA-Liberia.

“*Compact*” means the Millennium Challenge Compact by and between the Republic of Liberia, acting through the Ministry of Finance and Development Planning (the “*Government*”), and the United States of America, acting through the Millennium Challenge Corporation (“*MCC*”), signed on October 2, 2015 and entered into force on January 20, 2016.

“*Confidential Information*” means information obtained or received by a Covered Person in the course of performing his or her duties or responsibilities for MCA-Liberia, or as a result of his or her relationship with MCA-Liberia, that is not made publicly available in accordance with the terms of the Compact, PIA or related documents.

- (a) Confidential Information includes documents, reports, data and other information relating to: (i) MCA-Liberia personnel matters; (ii) actual, potential or apparent conflicts of interest; (iii) procurement matters prior to final contract award; and (iv) contract administration matters; and (v) any other documents, reports, data and information specifically designated as being confidential or proprietary by MCA-Liberia or its Board of Directors and agreed by MCC.

- (b) Confidential Information does not include any documents, reports, data or other information of the type that is made public under the terms of the Compact, the Program Implementation Agreement or the MCC Accountable Entity Guidelines.

“**Covered Person**” means (a) each member of the Board of Directors; (b) each officer, consultant, agent, representative or volunteer engaged by or providing services to MCA-Liberia; and (c) each member of the Stakeholders Committee; *provided* that MCC and its employees, consultants, contractors, agents and other representatives, including the MCC representative on the Board of Directors, are not considered Covered Persons for purposes of this Confidential Information Policy.

“**Disclose**” means making known or revealing information that was previously unknown.

“**Program Implementation Agreement**” means the Program Implementation Agreement by and between the Republic of Liberia, acting through the Ministry of Finance and Development Planning, and the United States of America, acting through MCC, signed on October 2, 2015.

“**MCC Accountable Entity Guidelines**” means the “*Guidelines for Accountable Entities and Implementation Structures*” which may be found on the MCC Website, as amended from time to time.

III. Policies

- A. Each Covered Person shall maintain the strict confidentiality of all Confidential Information, and shall take reasonable steps to prevent the intentional or unintentional use or disclosure of such Confidential Information, except as explicitly authorized by MCA-Liberia with the prior written approval of MCC.
- B. Confidential Information that is made public in violation of this Confidential Information Policy does not lose its status as Confidential Information as a result of such violation.
- C. A Covered Person who discloses Confidential Information in violation of this Confidential Information Policy will be subject to disciplinary action (including possible termination or separation), even if he or she does not actually benefit from the disclosure.
- D. This Confidential Information Policy shall be binding upon each Covered Person both during, and after the cessation or termination (for any reason) of, such person’s employment or association with MCA-Liberia.
- E. A Covered Person may disclose Confidential Information to another Covered Person on a “need to know” basis and in connection with responsibilities of the role being performed by that other Covered Person and provided that such other Covered Person has agreed to be bound by this Confidential Information Policy by signing and delivering an Acknowledgment to MCA-Liberia.

- F. A Covered Person shall not use Confidential Information for his or her personal benefit or for the benefit of any of his or her family members or associates.
- G. Upon the cessation or termination of a Covered Person's consultancy, engagement or association with MCA-Liberia, such Covered Person shall promptly return all Confidential Information to MCA-Liberia. A Covered Person is not permitted to retain copies of any Confidential Information upon the cessation or termination of his or her relationship with MCA-Liberia.
- H. Notwithstanding the termination of consultancy, association or engagement between the Covered Person and MCA-Liberia for whatsoever reason, the obligations to maintain the secrecy and the confidentiality of the Confidential Information shall endure for a period of two years from the date of such termination.
- I. Notwithstanding any of the restrictions on disclosure contained in this Confidential Information Policy, a Covered Person may, and upon MCC's request shall, provide any information (including Confidential Information) to MCC, or, at MCC's direction, to the Inspector General of MCC, the United States Government Accountability Office or other independent auditors and investigatory bodies that may be designated by MCC.
- J. If, at any time, any Covered Person has a question as to whether a particular item or matter may be disclosed, he or she shall, and shall be entitled to, request the guidance of the General Counsel of MCA-Liberia prior to disclosure.
- K. A copy of this Confidential Information Policy shall be given to each Covered Person upon commencement of such person's relationship with MCA-Liberia or upon the official adoption of this policy. Each Covered Person shall be required to sign an Acknowledgement as a condition of his or her appointment or engagement by or with MCA-Liberia.
- L. Failure to sign an Acknowledgement does not nullify this Confidential Information Policy or otherwise limit its application to any Covered Person.

Date of approval by the Board of Directors: August 29, 2017

Appendix 1

**Confidential Information Policy
Acknowledgement and Annual Disclosure Form**

This acknowledgement (this “*Acknowledgement*”) must be filed by each Covered Person, as defined in the MCA-Liberia Confidential Information Policy (approved by the Board of Directors of MCA-Liberia on August 29, 2017) (the “*Confidential Information Policy*”). Capitalized terms used in this Acknowledgement have the meanings given to them in the Confidential Information Policy.

I have received and carefully reviewed the Confidential Information Policy of MCA-Liberia and have considered not only the literal expression of the policy, but also its intent. By signing this Acknowledgement, I hereby confirm that I understand the contents of, and my obligations under, the Confidential Information Policy and affirm that I agree to comply with the Confidential Information Policy, both during and after the cessation or termination (for any reason) of my relationship with MCA-Liberia.

I understand that failure to comply with this Policy shall attract the necessary sanctions including termination of employment or engagement.

SIGNED:

Signature: _____

Printed Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Printed Name: _____

Date: _____