**February 2021**

**Non-Disclosure & Confidentiality Agreement**

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1. **Introduction**

As a supplier to Staci there might be occasions when you will be exposed to or shared classified confidential or restricted information such as technical/commercial data, processes, customer details, pricing information, designs/artwork or other information of a confidential nature.

Under such circumstances, and to meet the requirements of ISO27001, it is important that the basis under which confidential or restricted information is exposed or shared is understood and documented and that all parties involved are fully aware that it must be protected appropriately at all times.

The following is a template Non-Disclosure Agreement (NDA) which must be signed to ensure that our information and our clients’ information are strictly protected.

1. **Template Agreement**

**Non-Disclosure Agreement**

**The Parties**

**The Recipient**

Name:

Address:

Company Name:

Company Registration Number:

Registered Office:

**The Discloser**

Company Name: **Staci t/a Michael Davies and Associates Limited**

Address: **Client Service Centre, Walker Park, Blackamoor Road, BB1 2LG**

Company Registration Number: **02165614**

Registered Office: **Staci Client Service Centre, Walker Park, Blackamoor Road, BB1 2LG**

**Terms of Agreement**

1. The Discloser, possible discloser, purchase and supply of goods or services for re-sale by Staci (**the Confidential or Restricted Information**) to the Recipient for the purpose of the approved supplier to undertake their work **(the Purpose)**.

2. The Recipient agrees not to use the Confidential or restricted Information for any reason or design except the Purpose, without first obtaining the written agreement of the Discloser.

3. The Recipient agrees to secure the Confidential or restricted Information and prevent its disclosure to any third party unless:

1. they are employees of the Recipient
2. they are necessary professional advisors to the Recipient
3. they have a reasonable need to be aware of the Confidential Information for the Purpose
4. they are made aware that they owe a duty of confidence to the Discloser
5. they are bound by obligations equivalent to those in clause 2 above and this clause 3.

4. Clauses 2 and 3 above apply to all of the confidential information provided by the Discloser to the Recipient, irrespective of the method or form in which it is disclosed. However clauses 2 and 3 do not apply to:

1. any information which is, at the date of this agreement, or later comes into the public domain (unless the information was previously covered by this Agreement)

 or

1. any information which was already known to the Recipient at the date of this agreement and which was not covered by a separate Non- Disclosure Agreement

5. Nothing in this Agreement will preclude the right of the Recipient to disclose the Confidential Information as required by law or by any recognised competent authority.

6. The Recipient will, upon written request by the Discloser, return all records of the Confidential Information to the Discloser and will ensure that no copies are retained by the Recipient or any third parties to which the Confidential Information has been disclosed

7. This Agreement does not grant the Recipient any licence or interest in respect of any intellectual property rights of the Discloser except the right to make reasonable copies of the Confidential Information solely for the Purpose.

8. The undertakings in clauses 2 and 3 will continue in force for 7 years from the date of this Agreement.

9. The Recipient will not directly or indirectly actually or attempt to solicit, canvass or entice away a customer or prospective customer of Staci (where a prospective customer is a person, company or entity with whom Staci have held initial discussions with), with the view to entering into a client-supplier relationship.

10. The Recipient will not directly or indirectly actually or attempt to solicit, canvass or entice away an employee of Staci.

11. If the Recipient proposes to make any disclosure of any information to comply with any requirement of law then they shall request confidential treatment of the information and notify the Discloser of the proposed disclosure as promptly as practical to permit the Discloser to seek a protective order or other appropriate remedy.

12. This Agreement is governed by English law. The English Courts will have jurisdiction to deal with any dispute which may arise out of, or in connection with, this Agreement.

**Signatures**

Signed and Delivered as a Deed by

Name:

Signature:

Date:

Witnessed by

Name:

Signature:

Address:

Date: