

Non-Disclosure Agreement



States of Jersey Non-Disclosure Agreement

1. PARTIES

1.1 The parties to this Agreement are:

The **Minister for** [] (to include, where the context requires, any servant or agent of the Minister or any person designated by the Minister)(hereafter referred to as "**the Minister**")

and

1.2 The Parties agree the following:

2. INTERPRETATION

2.1 In this Agreement:

2.1.1 "Confidential information" means, any:

2.1.1.1 information which assumes an aspect of confidence or secrecy; and

2.1.1.2 all other information which may be of a sensitive nature or which may relate to [].

2.1.2 "The disclosing party" means the party disclosing the confidential information.

2.1.3 "The parties" means the parties to this Agreement.

2.1.4 "The receiving party" means the party receiving the confidential information.

3. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

3.1 The receiving party agrees:

3.1.1 not to disclose the Confidential Information to any third party without the prior written consent of the disclosing party; and

3.1.2 not to use the Confidential Information for any purpose.

The receiving party indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage suffered or sustained by the disclosing party pursuant to a breach by the receiving party (or any of its officers or employees) of the provisions of this Agreement.

3.2 Any documentation relating to the Confidential Information which comes into the possession of the receiving party at any time:

3.2.1 shall form part of the Confidential Information;

3.2.2 shall be the property of the disclosing party;

3.2.3 shall not be published or circulated by the receiving party;

3.2.4 shall not be copied or reproduced by the receiving party; and

3.2.5 shall be surrendered to the disclosing party on request.

3.3 Subject to clause 3.1, the receiving party shall procure that any persons who may have access to any of the Confidential Information are aware and are bound by this Agreement.

4. RETURN OF INFORMATION

4.1 The receiving party shall, upon written request from the disclosing party return all copies of the Confidential Information disclosed by the disclosing party and will not retain any copies or records of the Confidential Information.

4.2 As an alternative to Clause 4.1 of this Agreement, the disclosing party may request that the receiving party destroy the Confidential Information and provide the disclosing party with a written statement to the effect that such has material has been destroyed.

4.3 The receiving party shall comply with all requirements of Clause 4 of this Agreement within 7 (seven) days to receipt of written notice thereof.

5. EXCLUDED INFORMATION

5.1 The obligations of the receiving party pursuant to the provisions of this Agreement shall not apply to any information that:

5.1.1 is known to or in the possession of the receiving party prior to disclosure by the disclosing party;

5.1.2 is or comes into the public domain;

5.1.3 is disclosed by the receiving party to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law, regulations or Code in force from time to time, provided that in these circumstances:

5.1.3.1 the receiving party shall advise the disclosing party in writing prior to such disclosure;

5.1.3.2 the receiving party shall only disclose that portion of the information which it is legally required to disclose; and

5.1.3.3 the receiving party shall use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances; or

5.1.4 is disclosed to a third party pursuant to the prior written authorisation from the disclosing party.

5.3 The parties acknowledge that the Minister is subject to the Freedom of Information (Jersey) Law 2011 and may be obliged to disclose confidential information. The Minister shall take reasonable steps, where appropriate, to give the disclosing party advanced notice, or failing that, to draw the disclosure of any confidential information pursuant to clause 5.1.3 to the disclosing party's attention promptly after any such disclosure. The parties further acknowledge that any markings of confidentiality are of indicative value only and that the Minister may be obliged to disclose it and agree that such disclosure shall not constitute a breach of confidence under this Agreement. The disclosing party shall (at their own expense) provide to the Minister such information and assistance as is reasonably required to support the Minister in responding to a request for information received under the Freedom of Information (Jersey) Law 2011.

6. INTELLECTUAL PROPERTY

Neither this Agreement nor the supply of any information grants the receiving party any licence, interest or right in respect of any intellectual property rights of the disclosing party.

7. CONTINUATION OF THIS AGREEMENT

The undertakings in Clauses 3 and 4 of this Agreement shall continue in force indefinitely from the date of this Agreement.

8. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Jersey.

9. SEVERABILITY

If any provision in this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall not invalidate the remaining provisions of this Agreement.

MINISTER:

For the MINISTER:

Name:

Position:

Signature:

Date:

[XXXXXXXX]:

For [XXXXXXXX]:

Name:

Position:

Signature:

Date: