



## MUTUAL NON-DISCLOSURE AGREEMENT

Dated \_\_\_\_\_

### BETWEEN

**Shared Services Connected Limited (SSCL)** incorporated in England and registered under number 08460577, whose registered office is Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH ("SSCL"),

And

[ \_\_\_\_\_ ] in England and registered under [ \_\_\_\_\_ ], whose principal or registered office is at [ \_\_\_\_\_ ] ("\_\_\_\_\_").

### Background

- A. The parties contemplate entering into a commercial relationship for the purpose of [ \_\_\_\_\_ ] ("the Purpose").
- B. The parties expect to exchange confidential information in the course of forming this relationship and undertaking the Purpose.
- C. In consideration of the parties' disclosure of confidential information, the parties have agreed to comply with the following terms in connection with the use and disclosure of confidential information.

### AGREEMENT

#### Definitions

1. For the purposes of this Agreement:

1.1. "Confidential Information" means all information (however recorded, preserved or disclosed) disclosed by or on behalf of one party ("the Disclosing Party") to the other party ("the Receiving Party") pursuant to this Agreement (and whether before or after signature hereof) which:

- (a) is clearly identified by the Disclosing Party as such by an appropriate legend; or
- (b) is orally disclosed and identified at the time of disclosure by the Disclosing Party as confidential information; or
- (c) is of such a nature and is disclosed in such circumstances that a reasonable person in the position of the Receiving Party would conclude that it was to be treated as confidential

including without limitation any information relating to customers, personnel, suppliers, products, operations, methodologies, processes, developments, plans, intentions, product information, know-how, design rights, computer software, trade secrets, market opportunities, business affairs, technical data, financial projections, agreements with third parties, patents, patent applications, research,



services, prices and costs, markets, inventions, technology, designs, drawings, engineering, hardware configuration, marketing, licenses, budgets and/or finances, and the terms of, and fees payable under, any contract between the parties together with all information or materials derived from the above.

“Group” means in relation to a company, that company, each and any subsidiary or holding company of that company, and each and any subsidiary of a holding company of that company.

- 1.2. The Purpose may involve the disclosure of information subject to particular requirements and if this Agreement includes an Annex the terms set out in the Annex will apply.

### **Restrictions on use of Confidential Information**

#### **2. The Receiving Party shall:**

- (a) hold the Disclosing Party's Confidential Information confidential to itself and disclose it only to those of its employees (including employees of its Group), agents, subcontractors, contractors and professional advisers who need to know it for the Purpose (“Recipient”). The Receiving Party shall procure that each Recipient is made aware of and complies with all of the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement;
- (b) not disclose Confidential Information received by it pursuant to this Agreement to any third party (other than in accordance with the provisions of clause 2(a)) without the Disclosing Party's prior consent in writing;
- (c) not copy reproduce, reduce to writing, store in an externally accessible computer or electronic information retrieval system or otherwise record the Confidential Information except to the extent reasonably necessary for the Purpose and any such copies, reproductions, reductions to writing and records shall be the property of the Disclosing Party;
- (d) not use Confidential Information disclosed to it pursuant to this Agreement for any purpose other than the Purpose; and
- (e) inform the Disclosing Party immediately upon becoming aware, or suspecting, that an unauthorised person has become aware of any Confidential Information.

#### **3. Clause 2 shall not prevent the Receiving Party from making any disclosure of Confidential Information required by law, accounting or regulatory requirements provided that before disclosing the Confidential Information the Receiving Party (to the extent permitted by law):**

- (a) gives the Disclosing Party notice as soon as reasonably practicable and in any event not less than five business days' prior notice, of such requirement, informing the Disclosing Party of the full circumstances of the required disclosure including the name of any parties who will receive the Confidential Information and the Confidential Information that will be disclosed;
- (b) consults with the Disclosing Party as to possible steps to avoid or limit disclosure and takes those steps where they would not result in significant adverse consequences to the Disclosing Party; and
- (c) takes reasonable steps to gain assurances as to confidentiality from the person to whom the Confidential Information is to be disclosed in terms similar to those contained in this Agreement.



## **Exclusions**

4. The obligations and restrictions set out in clauses 2 and 3 shall not apply to information which:
  - (a) is now or becomes generally available to the public otherwise than by breach of this Agreement by the Receiving Party or any Recipient;
  - (b) can be shown by the Receiving Party through documentary evidence to have been known to it on a non-confidential basis prior to disclosure by the Disclosing Party;
  - (c) is lawfully disclosed to the Receiving Party by a third party without restrictions as to use and disclosure;
  - (d) is independently developed by employees, agents or contractors of the Receiving Party or the Receiving Party's Group; or
  - (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party subject to any restrictions agreed between the parties.

## **Warranty and exclusions**

5. Each party warrants its right to disclose its Confidential Information to the Receiving Party and to authorise the Receiving Party to use the same for the Purpose.
6. The Confidential Information may not be accurate or complete and neither party makes any representation or warranty as to the accuracy, completeness or reliability of any Confidential Information disclosed under this Agreement and no such representation or warranty shall be implied.
7. The parties understand and agree that the Receiving Party does not acquire by implication or otherwise any right in or title to or licence in respect of Confidential Information disclosed to it pursuant to this Agreement.

## **Term and Termination**

8. This Agreement shall continue in force until the parties have achieved or abandoned the Purpose and shall then automatically terminate unless renewed by the parties in writing.
9. The obligations and restrictions set out in clauses 2 and 3 shall survive termination of this Agreement for the period of three years.
10. On termination of this Agreement for any reason, the Receiving Party will, on the written request of the Disclosing Party, return to the Disclosing Party or destroy or erase (and certify that it has destroyed or erased) all documents and electronic records containing Confidential Information, including all copies which it has received or stored (in hard copy or electronic form) pursuant to this Agreement.
11. Termination of this Agreement shall not affect
  - (a) any provision hereof which expressly or by implication is intended to survive termination; or
  - (b) any accrued rights or remedies to which either party is entitled.



## General

12. This Agreement and the supply of Confidential Information does not constitute an offer by either party to the other to enter into any contract related to the Purpose and does not impose an obligation on either party to continue discussions or negotiations in connection with the Purpose.
13. All notices under this Agreement shall be in writing, sent by email, first-class registered post or recorded delivery to the party being served at the address specified in this Agreement or at such other address of which such party shall have given notice in writing, and marked for the attention of that party's signatory to this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.
14. The failure by either party to enforce at any time any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
15. Without affecting any other rights or remedies that it may have, each party acknowledges that a Disclosing Party may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may be an inadequate remedy. Accordingly, a party bringing a claim under this Agreement will be entitled to such remedies of injunction, or other interim remedy, which may be applicable to any threatened or actual breach of the terms of this Agreement.
16. This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.
17. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
18. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
19. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
20. No one other than a party to this Agreement shall have any right to enforce any of its terms.
21. This Agreement does not contemplate that either party will act as data processor on behalf of the other as data controller. Both parties undertake that they will observe their obligations under the Data Protection Act 2018 and the General Data Protection Regulation in each case as amended from time to time, and if necessary will negotiate in good faith to enter into a further agreement regulating processing of personal data.
22. This Agreement and any non-contractual obligations arising out of or in connection with it shall be interpreted in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts, provided that either party shall be entitled to apply to any court of competent jurisdiction outside England for orders by way of interim relief (or any comparable order) to protect that party's interests under this Agreement in that jurisdiction.
23. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements and understandings between the parties, whether written or oral, relating to its subject matter.



**There is an Annex to this agreement.**

**AGREED** by the parties:

for and on behalf of SSCL Limited

for and on behalf of [\_\_\_\_\_]

Signed .....

Signed .....

Name .....

Name .....

Title .....

Title .....

Date .....

Date .....

Email Address for notices:

[legal.services@soprasteria.com](mailto:legal.services@soprasteria.com)\_\_\_\_\_

Email Address for notices:

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**ANNEX TO MUTUAL NON-DISCLOSURE AGREEMENT**

**INFORMATION SUBJECT TO SPECIFIC REQUIREMENTS**



- 1 The parties acknowledge and understand that Confidential Information disclosed by Shared Services Connected Limited (SSCL) may include documentation and information of and appertaining to one of its customers, The Mayor's Office for Policing and Crime ("Customer Confidential Information"). In relation to such Customer Confidential Information the obligations and restrictions in this Agreement shall survive indefinitely.
- 2 Notwithstanding Clause 3 of the Agreement, in respect of any request for information pursuant to the Freedom Of Information Act 2000 ("the FOI Act"), the Receiving Party shall not be entitled to disclose any Customer Confidential Information received pursuant to this Agreement. All such Customer Confidential Information shall be considered exempt from disclosure under the FOI Act. [XXX] shall assist and co-operate with SSCL by promptly, and in any event within two (2) days of receipt, passing to SSCL any statutory requests for information received by it which relate to Customer Confidential Information, to ensure SSCL's customer is able to comply with its obligations (if any) to disclose information pursuant to the FOI Act.
- 3 The parties shall comply with all instructions and/or guidelines notified by either party to the other (to be communicated as soon as reasonably possible) in relation to the handling and storage of information subject to a security classification or control.
- 4 [XXX] acknowledges that the provisions of the Official Secrets Acts 1911 - 1989 in general and of the Official Secrets Acts 1989 in particular may apply to any or all information provided by SSCL to it and that all persons employed or engaged by [XXX] in relation to any work for SSCL's customer may be subject to these statutory provisions which will continue to apply after the completion, expiry or termination of this Agreement or other agreement entered into between the parties in relation to such work.
- 5 If and when directed by SSCL, [XXX] shall take all reasonable steps to ensure that any persons engaged or employed by it or by any subcontractor in connection with the Purpose have notice that the Official Secrets Acts 1911 - 1989 may apply to them without limit in point of time, unless formally released.
- 6 Notwithstanding the provisions of paragraphs 3 to 5 above, the provisions of this Agreement shall operate without prejudice to and shall be read subject to the application of the Official Secrets Acts 1911 - 1989.