



NON-DISCLOSURE UNDERTAKING

TO

.....
IN RESPECT OF CONTRACT NUMBER

We, (company name) _____ do hereby and herewith

- 1.0 Acknowledge that knowledge and information particular to certain project works or proposed project works will come to our attention in the course of providing services to
- 2.0 Undertake for and on behalf ourselves and our consultants, advisors, partners, members, associates, employees, contractors, sub-contractors, agents and sub-agents (as applicable), whether permanent or temporary, to make every effort to hold in trust and confidence all confidential information received and not to use, pass on, publish, disclose or in any manner make available any such confidential information to anyone outside the acknowledged circle of project involvement.
- 3.0 Agree that for the purposes hereof "confidential information" shall mean:
 - 3.1 All information disclosed to us or which comes to our knowledge, directly or indirectly as a result of our receiving or having received any invitation to tender for any contract or attending or having attended any discussion relative to the negotiation for the award of and execution of any contract pursuant thereto whether or not the negotiations are successful and whether or not the contract is awarded or executed; but subject at all times that the aforesaid provisions, shall not include information which:
 - 3.1.1 At the time it was disclosed, was already known to us or was public knowledge, or thereafter became public knowledge other than through my/our default, or
 - 3.1.2 Became known to us, without restriction as to its use and disclosure, from a third party with valid title thereto, or
 - 3.1.3 Was or is developed by or known to us and any of our consultants, advisors, partners, members, associates, employees, contractors, sub-contractors, agents or sub-agents, either before or subsequent to the disclosure of such information to us or such consultants, partners, associates, employees, contractors, sub-contractors, agent or sub-agent having no knowledge of the content of such disclosure.
- 4.0 Undertake to disclose such confidential information only to those of our consultants, advisors, partners, members, associates, employees, contractors, sub-contractors, agents or sub-agents, whether permanent or temporary, who require knowledge of such information to enable the carrying out of any work directly or indirectly connected with the required service.
- 5.0 Undertake to refrain from using commercially, technically or otherwise confidential information without the prior written consent of
- 6.0 Undertake not to use any intellectual property rights belonging to without written permission.

THUS DONE AND SIGNED BY AT

THIS DAY OF

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SIGNATURE

