# Non-Disclosure Agreement (One Way)

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| This Agreement is made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_/\_\_/\_\_\_\_\_ |
| Between*(specify name, position, name of organisation and address)***“Recipient”**and**The State of New South Wales by its Department of Education**  of 105 Phillip Street, Parramatta NSW 2150 **“Principal”** |

**Background**

The Principal is in possession of Confidential Information and has agreed to make this Confidential Information available to the Recipient for the *(specify what the Purpose is all about)* **(Purpose)**.

The Recipient will become acquainted with Confidential Information in relation to the Purpose.

The Confidential Information will be made available on the terms and conditions set out in this Agreement.

Confidential Information

1. **Confidential Information** is any information relating to the Purpose (including, without limitation, technical, financial, Request for Tender or tender information) in any form which has come to the knowledge of the Recipient by any means and which is given to the Recipient either directly or indirectly by the Principal or by a person on behalf of the Principal, but does not include:
2. information which, at the time of disclosure, was in the public domain;
3. information which, subsequent to disclosure, enters the public domain except through breach of this Agreement or any other obligation of confidence; or
4. information which the Recipient is required to disclose by law or the listing rules of the Australian Stock Exchange.

**Warranty and covenant**

1. The Recipient warrants and covenants that it will treat and keep the Confidential Information in the strictest of secrecy and confidentiality and expressly acknowledges and agrees that the Confidential Information is of a secret and confidential nature.
2. The Recipient may not disclose to any person other than the Principal, the Portfolio Minister or a person who has signed a Non-Disclosure Agreement or a Confidentiality Deed Poll with the Principal that the Confidential Information has been made available to the Recipient and undertakes:
	1. to protect and safeguard Confidential Information against unauthorised publication or disclosure;

(b) not to use Confidential Information for any reason or purpose except as directed by the Principal; and

(c) to comply with any security measures in connection with Confidential Information that may be required by the Principal.

**Authorised disclosure**

1. If a duly authorised representative of the Principal approves in writing the disclosure of Confidential Information, the Recipient may disclose that Confidential Information in accordance with the terms of that approval.

**Return of Confidential Information**

1. If the Principal requests it, the Recipient must:
	1. promptly return to the Principal all documents and other physical records of Confidential Information in its possession, custody, power or control
	2. If any Confidential Information in the possession, custody, power or control of the Recipient is in the form that cannot be detached from equipment (including Confidential Information stored by electronic or electromagnetic means), the Recipient must erase the Confidential information, and
	3. provide a statutory declaration to the Principal confirming that all those records and any copies have been returned or erased, as appropriate.

**Continuing Obligation**

1. The obligations of the Recipient under this Agreement continue after the completion or termination of any employment, engagement or assignment in relation to the Purpose.

**Non-waiver**

1. The failure of the Principal to enforce any of the provisions of this Agreement or the granting at any time of any other indulgence is not to be construed as a waiver of that provision or of the right of the Principal to enforce that or any other provision at a later date.

**Jurisdiction**

1. This Agreement is governed by and subject to the laws of New South Wales.

**No Revocation**

1. This Agreement shall not be revoked or otherwise modified without the prior written consent of the Principal.

**Signed, sealed and delivered by**

**the Recipient in the presence of:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Recipient Witness**

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**Name (please print) Name (please print)**