

Non-Disclosure Agreement - USER
States of Jersey
Specific Information Security Form



USER Non-Disclosure Agreement

1. Confidentiality

- 1.1. Without prejudice to the application of the Official Secrets (Jersey) Law 1952 to any Confidential Information the USER acknowledges that:
 - 1.1.1. any Confidential Information obtained from or relating to the States of Jersey its servants or agents is the property of the States of Jersey;
 - 1.1.2. any Confidential Information obtained from or relating to the AUTHORITY is servants or agents is the property of the AUTHORITY;
- 1.2. Both parties hereby warrant that:
 - 1.2.1. any person employed or engaged by the parties (in connection with this Agreement in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Agreement;
 - 1.2.2. any person employed or engaged by either the USER or the AUTHORITY (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without the prior written consent of the other party;
 - 1.2.3. both parties shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by their employees, servants, agents or sub-contractors; and
 - 1.2.4. without prejudice to the generality of the foregoing neither party nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or by such servant or consultants or by any third party.
- 1.3. provisions of Clauses 1.1 and 1.2 shall not apply to any information which:
 - is or becomes public knowledge other than by breach of this Clause 1; or
 - 1.3.1. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party.
 - 1.3.2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
 - 1.3.3. is independently developed without access to the Confidential Information.

- 1.4. Nothing in this Clause shall be deemed or construed to prevent the AUTHORITY from disclosing any Confidential Information obtained from the USER:
 - 1.4.1. to any other Committee, department, office or agency of the States of Jersey provided that the AUTHORITY has required that such information is treated as confidential by such Committee, departments, offices and agencies, and their servants or agents, including requiring servants or agents to enter into a confidentiality undertaking where appropriate; and
 - 1.4.2. to any consultant, contractor or other person engaged by the AUTHORITY in connection herewith, provided that the AUTHORITY shall have obtained from the consultant, contractor or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Clause 1.
 - 1.4.3. Nothing in this Clause 1 shall prevent the USER or the AUTHORITY from using data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the AUTHORITY or the USER of any Intellectual Property Right.

"Confidential Information" means all information designated as such by either party in writing together with all other information which relates to the business, affairs, Products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party. The definition specifically includes the States of Jersey Information Security Policy.

Name of USER:

Signature of USER:

Date:

AUTHORITY: (States Department):

For the AUTHORITY (position and signature):

Date: