



International
Code of Conduct
Association

Non-Disclosure Agreement

This Agreement is entered into as of _____, ____ between _____
("Recipient") and the International Code of Conduct for Private Security Service Providers' Association
(the "ICoCA" or the "Association")(together the Parties).

Primary Purpose

The Primary Purpose of the Agreement is to enable the sharing of information between the Association and the Recipient in a manner that enables the proper functioning of the Association and the full participation of members while also providing access to Confidential Information (as defined in this Agreement) and the responsibilities to ensure that such information is not disseminated or used inappropriately.

The Parties agree that the disclosure of information designated as Confidential Information under this Confidentiality and Non-Disclosure Agreement shall not breach the Agreement in the following circumstances:

- (a) Where the Confidential Information is in the public domain for reasons other than any act or omission of the Association or the Recipient; and/or
- (b) Where the Parties have a mandatory, legally binding obligation which requires disclosure of Confidential Information.

The Recipient hereby agrees and affirms his/her understanding of the following:

- (1) that in the normal course of business of the Association, there may be times when Recipient, as a Director, Officer, or Staff Member of the Association, receives information that is confidential, sensitive, and/or not in the public domain and that, if disclosed to persons other than those for whom the information as intended, has the potential to harm the Association, its individual members, other participants, or any of their business partners or related entities or persons (such information hereafter referred to as "Confidential Information");
- (2) that the disclosure of Confidential Information to persons other than those to whom the information was intended, and for purposes other than the normal business operations of the Association, is not only damaging to the fundamental relationship of trust that exists between and among the Association and its members but may jeopardize the Association's ability to function effectively and subject it to potential legal liability and other consequences;

- (3) that the Recipient has been or will be provided with access to certain Confidential Information solely for the purpose of carrying out his/her responsibilities as a Director, Officer, or Staff Member of the Association;
- (4) that the Recipient shall not disclose Confidential Information to any person other than the Directors, Officers, or Staff Members of the Association, unless he/she has clear instruction from the Executive Director or Board Chairperson to do so, and then shall disclose such information only for the limited purpose for which such instruction is given and no other purpose;
- (5) that the Recipient is aware of and has reviewed the ICoCA's Conflict of Interest and Information Security policies and that Recipient shall not disclose Confidential Information to any person within the Association (i.e., the Directors, Officers, or Staff Members) if the disclosure of such information would violate the Association's Conflict of Interest or Information Security policies;
- (6) that in the event Recipient violates any part of this Confidentiality and Non-Disclosure Agreement, the Association may pursue legal and/or equitable remedies from Recipient;
- (7) that in the event any proceeding to enforce this Confidentiality and Non-Disclosure Agreement or decide any matter relating to it Recipient becomes necessary, the Agreement shall be governed by the laws of Switzerland pertaining thereto and the Recipient agrees to submit to the non-exclusive jurisdiction of the courts of the Canton of Geneva, Switzerland; and
- (8) that continued adherence to this Confidentiality and Non-Disclosure Agreement is an essential term of employment as a Staff Member of the Association and/or an essential part of the Recipient's roles and responsibilities as a Director or Officer, the violation of which will permit the Association to terminate such employment or terminate such person from his/her position in addition to seeking any other legal or equitable remedies.

Definition of Confidential Information

For the purposes of this Agreement, Confidential Information includes, but is not limited to, financial or other competitive business information that may be collected by the Association regarding industry members (and non-members) of the Association, information of a personal nature regarding any of the officers, staff, or employees of the Association or its members, information shared in the course of Board or other Association meetings or discussions (unless such information has been specifically cleared for public release), and any other information which might be reasonably foreseen to be harmful if disclosed outside of the Association and/or for reasons other than in accordance with a Director's, Officer's, or Staff Member's duties to the Association.

In the case that the Recipient is unclear or has any question regarding whether or not a particular piece of information falls within Confidential Information, the Recipient will consult with the Executive Director or Office Manager prior to disclosing such information.

Signed and agreed to this ____ day of _____, 2015

[typed name:_____]

Recipient

[type named and position:_____]

for the Association