

**Office for National Statistics
NON-DISCLOSURE AGREEMENT**



This agreement made by and between the Office for National Statistics (hereinafter the "ONS") **supplier name**(hereinafter the "RECIPIENT") of (hereinafter the "Supplier").

WHEREAS, ONS wishes to disclose to the RECIPIENT information relating to **information on requirement**

WHEREAS, the RECIPIENT wishes to receive such Information for the purpose of enabling the RECIPIENT as a supplier to the ONS, to fully comprehend.... **The reason why supplier needs access to the requirement**

NOW THEREFORE, the parties hereto agree as follows:

1. The RECIPIENT shall in consideration of the disclosure of the Information for the purpose specified above hold in confidence and prevent disclosure of such information to any third-party other than the Supplier detailed herein. The RECIPIENT shall not use the Information except for the permitted purpose.
2. The RECIPIENT and Supplier will limit access to the Information to only those of its employees, agents, sub-contractors (and employees of same) who have an absolute need to know in order to fulfil the purposes for which the Information was disclosed and shall notify such employees, agents, sub-contractors (and employees of same) of the RECIPIENT'S obligations under this Agreement.
3. The RECIPIENT shall have no obligation with respect to such Information if such Information:
 - (a) is in the public domain at the time of disclosure or becomes publicly known through no wrongful act of the RECIPIENT; or

- (b) is known to the RECIPIENT at the time of disclosure and the RECIPIENT can prove such fact to ONS's reasonable satisfaction; or
 - (c) is independently developed by the RECIPIENT, provided the RECIPIENT can show that such development was accomplished without reference to or use of the Information: or
 - (d) becomes known to the RECIPIENT from a source other than ONS having the rights to disclose such Information to the RECIPIENT without breach of this Agreement by the RECIPIENT.
4. All tangible forms of the Information, such as written documentation, delivered by ONS to the RECIPIENT and all copies thereof made by the RECIPIENT pursuant to this Agreement shall be and remain the property of ONS, and all such tangible Information shall be promptly returned to ONS upon request.
 5. ONS makes no warranty regarding the accuracy or completeness of the Information provided hereunder, and accepts no responsibility for any expenses, losses or action incurred or undertaken by the RECIPIENT as a result of the receipt or use of such Information.
 6. The RECIPIENT acknowledges that all Intellectual Property Rights (IPR) in and to the Information shall at all times remain vested in ONS. However, the RECIPIENT may make as many copies of the Information as are necessary for the permitted purpose.
 7. The obligation under this Agreement shall continue for an indefinite period from the date of disclosure of Information. In the event of dispute as to the date of actual disclosure the Information, this shall be deemed to have been disclosed on the date this agreement is signed.
 8. The RECIPIENT agrees to comply fully with all relevant export laws of the United Kingdom to assure that neither the Information nor any direct product thereof are (i) exported, directly or indirectly, in violation of Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws.
 9. This Agreement expresses the entire Agreement and understanding between the parties and supersedes any previous understandings, commitments or agreements, oral or written, pertaining to the subject matter of this Agreement.
 10. This Agreement shall be governed by and interpreted in accordance with English Law. The RECIPIENT hereby agrees to submit itself to the exclusive jurisdiction of the English Courts in the event of any dispute.

Notwithstanding the date of signature hereof, the Effective Date of this Agreement shall be **xxxxxxx**

Signed for :
The RECIPIENT

Signed for and on behalf of :
ONS

Signed.....

Signed.....

Title.....

Title.....

Name

Name.....

Date.....

Date.....