# Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

[Insert name of Contracting Authority], of [insert Address] (hereinafter “the Contracting Authority”) of the one part;   
and

[Contractor's legal name: to be completed on signing.], of [Contractor's address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

**WHEREAS**

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| A. | By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [Insert Date of Tender].  The Contractor has been identified as the preferred bidder in the Competition. |
| B. | For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client. |

**NOW IT IS HEREBY AGREED** in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

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| 1. | The Contractor acknowledges that Confidential Information may be provided to it by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement. | | |
| 2. | For the purposes of this Agreement "Confidential Information" means: | | |
|  | 2.1 | unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the provision of services under the Contract and all and any information supplied or made available to the Contractor (to include agents, Subcontractors, customers and suppliers) for the purposes of the Contract (s); and | |
|  | 2.2 | any and all information which has been derived or obtained from information described in sub-paragraph 2.1. | |
| 3. | Save as may be required by law, the Contractor agrees in respect of the Confidential Information: | | |
|  | 3.1 | to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained; | |
|  | 3.2 | not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except | |
|  |  | i | to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or |
|  |  | ii | to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor |
|  |  | PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority, and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement. | |
| 4. | The obligations in this Agreement will not apply to any Confidential Information: | | |
|  | i | in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or | |
|  | ii | which is or becomes public knowledge other than by breach of this clause; or | |
|  | iii | is independently developed by the Contractor without access to or use of the Confidential Information; or | |
|  | iv | is lawfully received from a third party (with full right to disclose). | |
| 5. | The Contractor undertakes: | | |
|  | 5.1 | to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003); | |
|  | 5.2 | to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities; | |
|  | 5.3 | upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority, all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not; and | |
|  | 5.4 | to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to: | |
|  |  | i | Data Protection Acts, 1988 and 2003; and |
|  |  | ii | All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same. |
| 6. | The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to it by the Contracting Authority and the Contractor so acknowledges and confirms. | | |
| 7. | The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties. | | |
| 8. | The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason. | | |
| 9. | The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement. | | |

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| SIGNED for and on behalf of the Contracting Authority  (being a duly authorised officer) | SIGNED for and on behalf of the Contractor |
| Witness | Witness |
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