
CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

WHEREAS:

1. The North Yorkshire Police and Crime Commissioner whose principal offices are situated at Newby Wiske Hall, Newby Wiske, Northallerton, DL7 9HA and [insert Company name and address] (hereinafter designated as "the parties") intend to enter into an Agreement for the provision of services described in the Invitation to Quotation for Research Services to Provide a Victim Needs Assessment for the City of York and North Yorkshire documentation.
2. During the period of the provision of this Contract it will be necessary for each party to disclose to the other, information which may be oral or written and include ideas, discoveries, inventions, drawings, specifications, formulae, programmes, plans, requirements etc. of a confidential nature, relating to certain methods including but not limited to operating, organisation, finance and accounting prepared and used in exercising statutory obligations and daily business of both parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For a period of six years following the date of disclosure both parties will keep confidential and will not disclose to any other person, firm or company any information disclosed by either party and shall not itself make any use of such information for any purpose other than internal recording by information technology and the checking and evaluation of documents except to the extent to which the Receiving Party:
 - 1.1 can show that such information is publicly available through no fault of the Receiving Party,
 - 1.2 can show that such information was in its possession prior to the date of disclosure,
 - 1.3 may subsequently receive such information from any third party without restriction as to disclosure,
 - 1.4 is authorised by any subsequent written agreement between the parties hereto.

Nothing in this clause shall be deemed to confer, or to imply, agreement to grant rights under copyright, patents or similar rights owned by either party.

2. If either party wishes to transmit confidential information through a third party acting as its agent, the receiving party will be advised in writing prior to such disclosure and the provisions of this Agreement shall apply to any such disclosure.
3. Each party:
 - 3.1 agrees to use the same care in protecting the confidential information of the other as is used by it in protecting its own confidential information;
 - 3.2 agrees to disclose the information provided by the other hereunder to its employees and/or third parties acting as its agents only on a need to know basis, warrants that such employees and/or third parties acting as its agents as receive confidential information of the other are under written

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obligation to it to hold such information in confidence and to use it only for the purposes agreed herein;

3.3 shall comply with their respective obligations under the Data Protection Act 1984 and the Data Protection Act 1998 (together "the Data Protection Acts") that arise in connection with this Agreement.

- 4. The purpose of disclosing the information is to enable both parties to perform their obligations under the Agreement. A written request from either party to return the said information must be complied with within thirty days of the date of the first request.
- 5. Notwithstanding clauses 1- 4 above the parties here to acknowledge and agree that any information requested under the Freedom of Information Act 2000 may be disclosed provided such disclosure is appropriate and in accordance with the said act.
- 6. If and when directed by the North Yorkshire Police and Crime Commissioner, the Consultant shall secure that any person employed or engaged by the Consultant or by a Sub-Contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of this Agreement.
- 7. This Agreement shall be considered to be subject to English law.

Agreed by..... (Print name)

Signature
for and on behalf of North Yorkshire Police and Crime Commissioner

Dated

Agreed by..... (Print name)

Signature
for and on behalf of [insert company details]

Dated

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