

### Non-Disclosure Agreement

This Non-Disclosure Agreement dated \_\_\_\_\_ is entered into between:

**GOAL**, an international humanitarian relief and development organisation incorporated in Ireland as a company limited by guarantee under company registration number 201698 whose registered office is at Carnegie House, Library Road, Dun Laoghaire, Co. Dublin, Ireland (“**GOAL**”); and

[insert name], whose address is [insert address] (the “**Recipient**”, and together with GOAL, the “**Parties**” and each a “**Party**”).

**It is hereby agreed** as follows:

In consideration of GOAL’s review of the Recipient’s proposal for the provision of services pursuant to their terms and conditions and discussions on the proposed entry into of a contract(s) and any other documents which the Parties consider may be necessary in relation thereto (the “**Purpose**”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Recipient and GOAL agree the following:

- A. During the course of discussions in relation to the Purpose and the proposed entry into of agreements in order to carry out the Purpose, GOAL may disclose the Confidential Information (as defined below) to the Recipient and the Recipient may become aware of and have in its possession Confidential Information.
- B. Nothing in this Agreement shall place an obligation on GOAL to proceed with any transaction in contemplation of the Purpose, and GOAL reserves the right, at its sole direction, to terminate the discussions contemplated by this Agreement at any time.

#### 1 Interpretation and Construction

1.1 In this Agreement, defined terms shall have the following meaning:

“**Confidential Information**” means any and all information and data that the Recipient, GOAL or its Personnel have collected for its own use or in some cases on behalf of third parties (or which it has received from other persons or organisations) in connection with Purpose (as defined) which is disclosed to the Recipient and/or to which the Recipient may have access, whether in oral, written or electronic form or by way of model or in other tangible form and whether before, on or after the date of this Agreement and shall include (without limitation): (i) key programme information (e.g. proposals, reports, notes, databases); (ii) information relating to intellectual property of GOAL; (iii) information relating to the activities of GOAL or its affiliates; (iv) information relating to any employee, servant, agent, partner, contractor, donor, supplier or licensor of GOAL or its affiliates and (v) information or data relating to any and all beneficiaries of GOAL or its affiliates who participate in the purpose. Some of the Confidential Information is valuable or will have value to GOAL or third parties, or may be sensitive or contain sensitive or personal data;

“**Loss**” means any claim, suit, proceeding, judgment, loss, liability, cost, expense, fee, penalty or fine; and

“**Personnel**” means any and all officers, employees, consultants, servants, agents or contractors or others.

1.2 This Agreement shall be construed without regard to the rule of construction known as “*ejusdem generis*”. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

1.3 Where any obligation in this Agreement is expressed to be undertaken or assumed by any Party, that obligation is to be construed as requiring the Party concerned to exercise all rights and powers of control over the affairs of any other person which it is able to exercise (whether directly or indirectly) in order to secure performance of that obligation by each such person as if that person were bound by that obligation.

#### 2 Confidentiality

2.1 The Recipient undertakes at all times to keep the Confidential Information confidential and shall not, without the prior written consent of GOAL, use, disclose, copy or modify the Confidential Information other than as necessary for the Purpose. Furthermore, the Recipient has been made aware that the unauthorised use or disclosure of the Confidential Information shall cause significant risk and damage to GOAL.

2.2 The Recipient undertakes to keep the Confidential Information secure and to only disclose Confidential

Information to persons to whom, and to the extent to which, such disclosure is absolutely necessary in order to permit the fulfilment by the Recipient of the Purpose. The Recipient further undertakes to procure that such persons are made aware of, and agree in writing (in a form similar to this Agreement) to observe the obligations in this Agreement and in particular, Clauses 2.1 and 2.2 and acknowledge that they owe a duty of confidence to GOAL. In all cases the Recipient shall be responsible under this Agreement for the acts and omissions of these persons as if they were the acts and omissions of the Recipient.

2.3 The Recipient further undertakes to give notice to GOAL of any unauthorised use, disclosure, theft or other loss of Confidential Information immediately upon becoming aware of it.

2.4 The provisions of Clauses 2.1, 2.2 and 2.3 shall not apply to information that:

- (a) was, at the time of receipt by the Recipient, in the public domain;
- (b) has, after receipt by the Recipient, entered the public domain through no act or omission of the Recipient; or
- (c) is by law or by any court or order of any governmental or regulatory authority required to be disclosed, to the extent of the relevant disclosure requirement.

2.5 If the Recipient is required by law or by any order of any court or governmental or regulatory authority to disclose Confidential Information, it shall promptly notify GOAL of receipt of notice of that requirement and, at the request and cost of GOAL, shall assist it in opposing any such disclosure.

2.6 If the Recipient breaches or violates any of the provisions of this Agreement, the Recipient agrees that damages can in no way compensate therefor and that injunctive relief is reasonable and essential to safeguard the legitimate interests of GOAL. Accordingly, the Parties hereby agree and declare that, (in addition to any other remedies afforded by a court of equity) injunctive relief may be obtained by GOAL.

2.7 As between GOAL and the Recipient, all right, title and interest in and to the Confidential Information rests and shall remain vested exclusively in GOAL. Nothing in this Agreement nor the supply of any Confidential Information shall be construed so as:

- (a) to grant the Recipient a licence, interest or rights in respect of any intellectual property rights of GOAL other than the right to copy the Confidential Information solely for the Purpose; and
- (b) to require GOAL to disclose any Confidential Information to the Recipient.

#### 3 Data Protection

3.1 The Parties acknowledge that, in relation to personal data, and for the purposes of the Data Protection Acts 1998 and 2003, as amended from time to time, and the General Data

[insert procurement ref] contract [draft] [insert date]

Protection Regulation (GDPR), GOAL is the data controller and the Recipient is a data processor.

- 3.2 The Recipient agrees with GOAL that:
- (a) it shall only process personal data in accordance with the instructions of GOAL from time to time, including where Confidential Information and/or personal data is required or requested to be in anonymised form;
  - (b) it shall not sell, transfer or allow access to any personal data to any other party other than those to whom, and to the extent to which, such disclosure is absolutely necessary for the purposes contemplated by this Agreement;
  - (c) it shall not copy any personal data or maintain any personal data on any other systems, application or other medium other than required for the Purpose;
  - (d) it shall not transfer any personal data outside the European Economic Area or where it is proposed that personal data shall be transferred outside the European Economic Area, it shall give prior notice to GOAL; and
  - (e) it shall take reasonable steps to ensure that the personal data is accurately recorded and kept up to date.

3.3 The Recipient shall take all reasonable measures with a view to preventing unauthorised access to, or unauthorised alteration, disclosure or destruction of, any personal data in the custody of the Recipient.

4. Return of Information

4.1 GOAL reserves its right to withdraw any Confidential Information from the Recipient at any time. Accordingly, the Recipient shall promptly return to GOAL (and/or in the case of Confidential Information stored electronically, irretrievably delete), on demand at any time, any such Confidential Information, and shall not retain any copies, extracts or other reproductions or derivatives of any of such Confidential Information, and the Recipient shall procure that all persons to whom it has disclosed any such Confidential Information shall promptly do likewise.

4.2 At the request of GOAL, the Recipient shall destroy and/or irretrievably delete all documents, memoranda, notes and other writings whatsoever prepared by the Recipient based on, or arising from, or in connection with, any Confidential Information, and the Recipient shall legally certify such destruction and/or deletion.

5. Indemnity

The Recipient shall indemnify GOAL on demand from and against any Losses suffered or incurred by GOAL or any of its Personnel, whether directly or indirectly, arising out of or in connection with any breach by the Recipient of any of its obligations under Clause 2, or any failure of other persons to treat the Confidential Information in accordance with the undertakings contemplated by Clause 2.2

6. Disclaimer

No warranty or representation, express or implied, is given by GOAL as to the accuracy, efficacy, completeness, capabilities or safety of any

IN WITNESS WHEREOF the Parties hereto signed this Agreement or caused this Agreement to be duly executed by their duly authorised representatives.

\_\_\_\_\_  
Signed by  
Duly authorised for and on behalf of **GOAL**

Date: \_\_\_\_\_

information or materials provided by or on behalf of GOAL under this Agreement.

7. Miscellaneous

7.1 If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of this Agreement.

7.2 GOAL in its sole discretion may assign, novate or otherwise dispose of this Agreement (in whole or in part) to any party to whom it assigns, transfers or subcontracts all or a substantial part of its business.

7.3 This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns.

7.4 The provisions of this Agreement shall survive the termination of the Purpose of the Recipient howsoever it arises, and shall continue to bind the Parties or the relevant Party (as applicable) without limit in time.

7.5 The Parties recognise that printed forms, invoices and other commonly used documents or agreements relating to the Purpose may contain terms which conflict with one or more terms of this Agreement. In the case of any such conflict, the relevant terms of this Agreement shall prevail.

7.6 Each of the rights of each Party under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that Party may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by a Party of, any such right shall not constitute a waiver of that right.

7.7 Any amendment to this Agreement must be in writing and duly signed for and on behalf of the Parties.

7.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument.

7.9 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Ireland.

7.10 This Clause 7.10 is for the benefit of GOAL only. Subject as provided below, the Courts of Ireland shall have exclusive jurisdiction to settle any dispute and any non-contractual obligations arising out of or in connection with this Agreement and the parties submit to the exclusive jurisdiction of the Courts of Ireland for that purpose. Nothing in this clause limits the right of GOAL to bring proceedings against the Recipient arising out of or in connection with this Agreement:

- (a) in any other court of competent jurisdiction; or
- (b) concurrently in more than one court of competent jurisdiction.

7.11 The Recipient confirms that it has read and fully understands the contents of this Agreement and that it has had the opportunity to obtain independent legal advice regarding this Agreement before execution.

\_\_\_\_\_  
Signed by:

Date: \_\_\_\_\_