



Non-Disclosure Agreement

This Non-Disclosure Agreement dated [] is entered into between:

- A. **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
- B. [] of [] ("**You**" or "**Your**")

together the "**Parties**" and each a "**Party**".

In consideration of GOAL providing You with certain Confidential Information (as defined below) and with access to GOAL's offices, staff and information systems, as the case may be, whereby You may become aware of and have in your possession Confidential Information. in advance of agreeing to enter into a Services Contract with GOAL and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree the following:

1. Interpretation and Construction

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

"Confidential Information": information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) of a confidential nature including, without limitation, information relating to the business, products, programmes, affairs, finances, employees, sponsors, donors, key relationships, marketing information or business plans of GOAL for the time being confidential to GOAL and trade secrets including, without limitation, technical data and know-how relating to the business of GOAL or any of its business contacts;

"Data Protection Legislation" means The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time;

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

"Personnel" means any and all officers, employees, directors, consultants, servants, agents or contractors or others.

"Supervisor" means [].

2. Confidentiality

- 2.1 During the course of discussions with You in relation to the proposed agreement of GOAL's Terms of Reference and prior to such agreement, GOAL may disclose the Confidential Information to You and You may become aware of and have in your possession Confidential Information.
- 2.2 You undertake at all times to keep the Confidential Information confidential and shall not, without the prior consent of your Supervisor, use, disclose, copy or modify the Confidential Information. Furthermore, you have been made aware that any unauthorised use or disclosure of the Confidential Information shall cause significant risk and damage to GOAL.
- 2.3 You undertake to keep the Confidential Information secure and to only disclose Confidential Information to those of your Personnel (and/or professional advisers) to whom, and to the extent to which, such disclosure is absolutely necessary and agreed in advance with the Supervisor. You further undertake to procure that such Personnel 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, 2.2 and 2.3 and acknowledge that they owe a duty of confidence to GOAL. In all cases You shall be responsible under this Agreement for the acts and omissions of your Personnel as if they were your own acts and omissions. You undertake 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 and 2.2 shall not apply to information that:
 - (a) was, at the time of receipt by You, in the public domain;
 - (b) has, after receipt by You, entered the public domain through no act or omission of You or your Personnel; 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 You are required by law or by any order of any court or governmental or regulatory authority to disclose Confidential Information, You 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 You breach or violate any of the provisions of this Agreement, You agree 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 You, 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 You 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 You.

3. Data Protection

- 3.1 You agree and acknowledge that You shall comply with all applicable requirements of the Data Protection Legislation should Personal Data be shared, accessed, viewed or in any way Processed by You.

- 3.2 If it is contemplated that You shall Process Personal Data, You shall only engage in such Processing at the instructions of GOAL where a data processing agreement has first been entered into. GOAL reserves the right to rescind this Non-Disclosure Agreement or part thereof should Your data protection and security procedures be considered (in GOAL's sole opinion) non-compliant with the Data Protection Legislation.

Defined terms in this clause 3 shall have the meaning set out in the Data Protection Legislation as defined above.

4. Return of Information

- 4.1 GOAL reserves its right to withdraw any Confidential Information from You at any time. Accordingly, You shall promptly return to GOAL (and/or in the case of Confidential Information stored electronically, irretrievably delete), on demand at any time and in any event, at the end of your engagement with GOAL, any such Confidential Information, and shall not retain any copies, extracts or other reproductions or derivatives of any of such Confidential Information, and You shall procure that all persons to whom You have disclosed any such Confidential Information shall promptly do likewise.
- 4.2 At the request of GOAL, You shall destroy and/or irretrievably delete all documents, memoranda, notes and other writings whatsoever prepared by You based on, or arising from, or in connection with, any Confidential Information, and if requested by GOAL You shall certify such destruction and/or deletion.

5. Indemnity

You 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 You of any of your obligations under Clause 2, or any failure by your Personnel 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 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 Agreement 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 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 You 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 You confirm that You have read and fully understand the contents of this Agreement and that You have had the opportunity to obtain independent legal advice regarding this Agreement before execution.

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**

Signed by []

Date: _____

Date: _____