**This form is to be completed by all prospective bidders prior to issuing the tender document.**

#### **NON DISCLOSURE AGREEMENT FOR RFP**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS AGREEMENT is made BETWEEN**

Simcoa Operations Pty Ltd, whose registered office is at 973 Marriott Road, Wellesley, WA 6233

AND *(“the Bidder”)* whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*(Hereinafter referred to as the “parties”)*

WHEREAS in the course of discussions and/or negotiations with Simcoa Operations Pty Ltd, the Bidder has received or may receive in future information relating to RFP\_\_\_\_\_\_\_\_\_\_\_\_\_ and other related information hereinafter referred to as “Confidential Information”.

Therefore the parties wish to agree as follows:

1. The Bidder will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity, other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to Simcoa Operations.
2. The Bidder shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfill specific obligations towards Simcoa Operations) without Simcoa’s express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to Simcoa Operations or any other party.
4. This agreement shall not apply to information which:-
5. the Bidder can show had been lawfully received by it prior to disclosure under this agreement.
6. is in the public domain or becomes so otherwise than through breach of this agreement;
7. was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;
8. Simcoa Operations retains ownership of Intellectual Property rights on all material and processes relating to the service provided for and on its behalf by the supplier.
9. The Bidder shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

On behalf of **Simcoa Operations** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Signature)*

Marthie Robertson (Procurement Specialist)

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

Witness 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of the **Bidder**, duly authorised thereto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Signature)*

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_

Witness 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_