

DATED

NON-DISCLOSURE AGREEMENT FOR []

between

**BARNSELY, DONCASTER, ROTHERHAM AND SHEFFIELD COMBINED AUTHORITY
(SHEFFIELD CITY REGION COMBINED)**

and

[.....PARTY 2 NAME]

CONTENTS

CLAUSE

- 1. Definitions.....
- 2. Board Member's obligations
- 3. Property rights
- 4. General

SCHEDULE

SCHEDULE CONFIDENTIAL INFORMATION

THIS AGREEMENT is datedof.....2020

PARTIES

- (1) Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (Sheffield City Region) whose registered office is at 1st Floor, 11 Broad Street West, Sheffield, S1 2BQ (**Authority**).
- (2) [FULL NAME.....] whose address is
[ADDRESS.....] (**Board Member**).

1. DEFINITIONS

The definitions in this clause apply in this agreement.

Authority Information: Confidential Information of the Authority (including information supplied to the Authority by third parties) and disclosed to the Board Member

Confidential Information: any information whether pre-existing or generated during the operation of this Agreement and during the Board Member’s term of engagement with the Authority relating to the business of the Authority which is not publicly available including, but not limited to, any information specifically designated by the Authority as confidential; any information supplied to the Authority by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the Authority or third party and including without prejudice to the generality of this definition, specifically the items of information specified in the 0.

Objective: performance of specified services by the Board Member on behalf of the Authority.

2. BOARD MEMBER'S OBLIGATIONS

2.1 In consideration of being supplied Authority Information and being appointed by the Authority, the Board Member undertakes to respect and preserve the confidentiality of the Authority Information. The Board Member shall not without the prior written consent of the Authority:

- (a) communicate, or otherwise make available, the Authority Information to any third party; or
- (b) use the Authority Information for any commercial, industrial or other purpose whatsoever other than the Objective; or

- (c) copy, adapt, or otherwise reproduce the Authority Information except as strictly necessary for the purposes of the Objective or as permitted by law.

2.2 The Board Member may disclose the Authority Information or any part thereof, with the prior consent of the Authority, to any duly appointed associate of the Board Member who needs access to the Authority Information in connection with the Objective. In such an event the Board Member agrees to ensure, prior to such disclosure, that the associate in question is made aware of the confidential nature of the Authority Information and understands that he/she is bound by conditions of confidentiality no less strict than those set out here. The Board Member agrees to monitor the use of the Authority Information by these associates and to enforce their obligations of confidence at the request of the Authority.

2.3 On termination of this Agreement, the Board Member shall:

- a) destroy or return to the Authority all documents and materials (and any copies) containing, reflecting, incorporating or based on the Authority Information;
- b) erase all Authority Information from computer and communications systems and devices used by them, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- c) certify in writing to the Authority that they have complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the Authority Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

2.4 The obligations contained in this clause 2 shall not apply or shall cease to apply to such part of the Authority Information as the Board Member can show to the reasonable satisfaction of the Authority:

- (a) has become public knowledge other than through the fault of the Board Member or an employee or director of the Board Member to whom it has been disclosed in accordance with clause 2.2 above; or
- (b) was already known to the Board Member prior to disclosure to it by the Authority; or
- (c) has been received from a third party who neither acquired it in confidence from the Authority, nor owed the Authority a duty of confidence in respect of it.

3. PROPERTY RIGHTS

3.1 The Authority Confidential Information and all related documentation (together, **Authority Property**) are proprietary to the Authority. The Board Member acknowledges that any disclosure pursuant to this agreement shall not confer on the Board Member any intellectual property or other rights in relation to the Authority Property.

4. GENERAL

4.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

4.2 This Agreement and any dispute of claim (including non-contractual disputes of claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4.3 The termination of this Agreement or cessation of the Board Members appointment shall not affect any accrued rights or remedies to which either party is entitled.

4.4 Damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Board Member. Accordingly, the Authority shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed by the Steve Davenport on behalf of The Barnsley, Doncaster, Rotherham and Sheffield Combined Authority:

.....(signature)

.....(name)

.....(position)

.....(date)

Signed by Board Member:

.....(signature)

.....(name)

.....(position)

.....(date)

Schedule - Confidential Information

Confidential Information means all confidential information (however encountered, recorded or preserved) disclosed by the Authority or its Representatives (as defined below) to the other party and that party's representatives or associates whether before or after the date of this agreement in connection with the Appointment of the Board Member to the Business Recovery and Growth Board, including but not limited to any information that would be regarded as confidential by a reasonable business person relating to:

- (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Authority; and
- (ii) any application for funding submitted to the Authority by a third party to be assessed by the Business and Recovery Growth Board;

Please be aware legal action may be taken where breaches of the above are found.