

WILSONS AUCTIONS MANAGED IT SERVICES



**WILSONS
AUCTIONS**

**Non-
Disclosure
Agreement**

**REFERENCE:
WA/IT/ISO/2021**



www.wilsonsauctions.com

Non-Disclosure Agreement (NDA)

THIS AGREEMENT is made on the _____

BETWEEN

Wilsons Auctions, ("WA") and

_____ ("the Bidder")

1. CONFIDENTIAL INFORMATION

In this Agreement:-

- 1.1 "Confidential Information" means all information of a confidential or proprietary nature relating to services provided by the supplier to WA and the business affairs of WA.
- 1.2 "the Project" means any project of work, expression of interest, or proposal provided by the Bidder to WA.

2. SUPPLIER'S OBLIGATIONS

2.1 In consideration of the disclosure of Confidential Information by WA to the Bidder, the Bidder shall:

2.1.1 treat as confidential all information which may be derived from or be obtained in the course of the project or which may come into the possession of the Bidder or an employee, servant or agent, or subcontractor of the Bidder, as a result, or in connection with the project;

2.1.2 use the Confidential Information only for the purposes of the Project;

2.1.3 provide all necessary precautions to ensure all information is treated as confidential by the Bidder, his employees, servants, agents and sub-contractors;

2.1.4 only make such copies of the Confidential Information as are required by the Bidder in connection with the Project; all such copies to be treated as "Confidential Information" for the purposes of this Agreement;

2.1.5 ensure his organisation is registered appropriately under the Data Protection Act 2018 and legally entitled to undertake the work proposed;

2.1.6 must ensure they, their employees and any sub-contracted staff do not transfer, transmit or transport any WA sourced or related electronic data/information to or via their own laptops, smartphones, tablets, computers, servers, USB memory sticks or any other media, portable or otherwise, unless the data is encrypted to industry standards;

2.1.7 ensure all work carried out on the project is done only by authorised persons who are aware of the requirements of the following legislation as it applies to the use of Confidential information disclosed in the project:

- (a) The Data Protection Act 2018 (and related Orders);
- (b) Ant-terrorism Crime and Security Act 2001;
- (c) Broadcasting Act 1990;
- (d) Bribery Act 2010;
- (e) Companies Act 1985 (as amended);
- (f) Computer Misuse Act 1990;

- (g) Copyright, Designs and Patents Act 1988;
- (h) Copyright (Computer Software) Amendments Act 1985;
- (i) EC Copyright Directive 2001/29/EC;
- (j) Copyright and Rights Databases Regulations 1997 (as amended);
- (k) Copyright, etc. and Trade Marks (Offences and Enforcement) Act 2002;
- (l) Criminal Justice Act 1998
- (m) European Software Directive;
- (n) Finance Act 1998;
- (o) Forgery and Counterfeiting Act 1981;
- (p) Money Laundering Regulations and Proceeds of Crime Act;
- (q) The Privacy and Electronic Communications (EC Directive) regs 2003 and 2004 (as amended);
- (r) Financial Services and Markets Act 2000.

2.1.8 ensure he, his employees, servants, agents and sub-contractors are aware of the provisions of ISO 27002.

3. PROPERTY

3.1 The Bidder acknowledges that the Confidential Information is the absolute property of WA. The Bidder shall on request by WA return to WA the Confidential Information including any copies made of the Confidential Information (or where applicable and if WA so requests, the Bidder shall destroy or erase the same.).

4. EXCEPTIONS

4.1 The Bidder's obligations under this Agreement shall not extend to Confidential Information which the Bidder can prove to WA's reasonable satisfaction:

- 4.1.1 has ceased to be secret without default on the Bidder's part;
- 4.1.2 was already in the Bidder's possession prior to disclosure by WA;
- 4.1.3 has been received from a third party who did not acquire it in confidence; or
- 4.1.4 is required to be disclosed by order of a Court of competent jurisdiction or as otherwise required by law.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

6. WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement will be governed by and construed in accordance with Northern Ireland Law.

7.2 The courts of Northern Ireland will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the parties hereby agree to submit to that jurisdiction.

7.3 The jurisdiction provisions contained in clause 7.2 are made for the benefit of WA only, which accordingly retains the right to bring proceedings in any other court of competent jurisdiction.

Signed by _____

.....

[duly authorised to sign for and on behalf of]

in the presence of

Witness signature:

Name: _____

Address: _____

Signed by _____

.....

[duly authorised to sign for and on behalf of WA]

in the presence of

Witness signature:

Name: _____

Address: _____

