**NON-DISCLOSURE AGREEMENT**

**Entered into by and between**

**Great North Business Incubator**

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

**And**

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

**WHEREAS**: the parties have entered into this Agreement signed on…………………….this day of ……………………..2015

**AND WHEREAS** : The client may as a result of the Centre’s work and activities come into possession of confidential information and/or valuable commercial information belonging to the Centre or its other clients;

**THE PARTIES THEREFORE NOW AGREE AS FOLLOWS:**

1. For the purpose of this Agreement the information that shall be regarded as being of a confidential nature shall be information which could be, secret, confidential or of commercial value and such information could be of value to the client or others, but such information shall not include information which is already in the public domain at the time of signing this Agreement. Any such information shall not be regarded as being of a confidential nature if the parties agree in writing or otherwise.
2. Either party in co-operation shall only use such information with the other for the purpose of the centre’s related work activities.
3. Such information shall be treated as strictly confidential and the SMME/ client shall not divulge such information to any other person or party not mentioned in this Agreement and the parties shall commit themselves to abide by this clause at all cost.
4. Further to Clause 3 thereof, the client shall ensure that any other employees, agents and / or persons who may have access to such information also sign Non-disclosure agreement. The parties agree to cooperate in the enforcement of Non-disclosure agreements.
5. Notwithstanding Clauses 3 and 4 thereof, the client shall not disclose any information of confidential nature unless permitted to do so in writing by the centre’s Chief Executive Officer.
6. No publication of any confidential information shall be done unless the Centre (CEO) agrees to such publication and such agreement shall be in written form and signed by the parties.
7. Confidential information can be obtained from other employees or clients as a result of their operations/ dealings with the centre or otherwise, the client agrees to protect the confidential and proprietary interests of others.
8. The confidentiality clauses shall endure for as long as the information is not in the public domain.
9. Any dispute arising out of and in connection with this Agreement shall be dealt with by way of arbitration according to the following terms and conditions:
	1. the Arbitrator shall be a firm of attorneys practicing in South Africa, agreed upon by the parties;
	2. the decision of the Arbitrator shall be final;
	3. the party least favoured by the Arbitrator’s decision shall meet the full costs of the arbitration proceedings.
10. The Magistrates Court shall have the jurisdiction to deal with all claims for damages arising out of and in connection with this Agreement.
11. No amendment of any nature to this Agreement shall be enforced or effected unless the same is recorded in writing and signed by the parties thereof.
12. For purposes of this Agreement, the *domicilia citandi et executandi* of the parties shall be as follows:

**Centre:** Great North Business Incubator

 3 Staal Street,

Ladine

Polokwane

**Client:** ………………………………………………………

 ………………………………………………………

 ………………………………………………………

**Signed at** …………………………. **on this** …………….. **day of** …………………….. **20** ………….

**The Centre**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name:** …………………….……………….

 *Chief Executive Officer*

**WITNESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **WITNESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Client**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name: …………………….……………….**

*Client*

**WITNESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **WITNESS:** \_\_\_\_\_\_\_\_\_\_\_\_