

APPENDIX 1

NHS Fife Non-Disclosure Agreement

Between

_____ (hereforth known as _____) having its principal office
at _____

and

NHS Fife (hereforth known as NHS FIFE) having its principal office at the NHS Board,
Hayfield House, Hayfield Road, Kirkcaldy, Fife KY2 5AH.

WHEREAS:

- I. NHS FIFE exists to provide healthcare services to NHS Scotland patients. In the course of this, it is developing a _____ which may improve the delivery and quality of care.
- II. (Company)_____ exists to provide a

- III. and NHS FIFE wish to enter into discussions with a view to determining whether there are grounds for entering into a collaborative research and/or development programme or other business endeavour. Any such programme or endeavour would be subject to a separate agreement.
- IV. During the course of discussions, negotiations or analysis, it may be necessary for one party (the disclosing party) to disclose to the other party (the receiving party) certain data, drawings, processes, patent applications, technological information, know-how, reports or other confidential information or documentation relating to the business and technology of the disclosing party.

Any information whether of a written, oral, electronic, or visual nature disclosed by either party as a result of this endeavour shall become THE INFORMATION.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The receiving party agrees that any of THE INFORMATION which it has received or may receive from the disclosing party shall only be used for the purpose described in WHEREAS above and shall not be used for any other purpose without the prior written consent of the disclosing party.
2. The receiving party shall treat THE INFORMATION received from the disclosing party as confidential and the exclusive property of the disclosing party and agrees not to disclose THE INFORMATION or any part thereof to any third party without the prior written consent of the disclosing party.
3. The receiving party further agrees that it shall make no use of THE INFORMATION or any part thereof (other than as provided in Clause 1 above) unless a further agreement is concluded with the disclosing party concerning THE INFORMATION or any part thereof so disclosed.
4. The receiving party further agrees to use its best endeavours to ensure that none of the directors or other officers or employees of the receiving party shall use or disclose THE INFORMATION other than in accordance with the provisions of this Agreement.
5. The above provisions of confidentiality and non-use shall not apply to that part of THE INFORMATION which the receiving party is clearly able to demonstrate:
 - a) was fully and rightfully in its possession prior to receipt from the disclosing party; or
 - b) was in the public domain at the time of receipt from the disclosing party; or
 - c) became part of the public domain through no default of the receiving party, its directors, officers/or employees; or
 - d) was subsequently received by the receiving party from a third party having right to make such disclosure to the receiving party.
 - e) would reasonably be considered not to be exempt from disclosure under the Freedom of Information (Scotland) Act 2002.
6. The receiving party agrees that, at the disclosing party's request, the receiving party shall return to the disclosing party any and all parts of THE INFORMATION provided by the disclosing party in documentary or other tangible form and will return or destroy any copies thereof made by the receiving party, its directors, officers and/or employees. Any such destruction shall be certified in writing by a director or officer of the receiving party.
7. Nothing herein contained shall be deemed to grant to the receiving party any rights or licences under patents or patent applications or under any know-how, technology, or invention.
8. The receiving party shall be responsible to the disclosing party for any damages arising from the breach by the receiving party of any of the covenants and obligations on its part to be observed or performed under this Agreement. Each party acknowledges

that failure to comply with the Agreement might result in irreparable harm to the other party and that damages may not be an adequate remedy. Each party shall therefore be entitled to the remedies of interdict and specific implement for any threatened or actual breach of this Agreement.

9. The obligation of the receiving party not to disclose THE INFORMATION as set forth in paragraph 2 hereof, shall remain in effect for a period of 5 (FIVE) years from the date of disclosure of any of THE INFORMATION by the disclosing party.
10. This Agreement shall be governed by and interpreted in accordance with laws of Scotland and each party undertakes to submit to the non-exclusive jurisdiction of the Scottish Courts.

Signed for and on behalf of _____

by: _____ Authorised Signatory

Name (print):

Title:

At:

on the day of 20__ __

Witness: _____

Full Name: _____

Address: _____

Signed for and on behalf of _____

by: _____ Director/Authorised Signatory

Name (print):

Title:

At:

on the day of 20__ __

Witness: _____

Full Name: _____

Address: _____
