**Data Item Description**

**Non-Disclosure Agreement**

**SEC203**

Prepared by: Vancouver Shipyards Co. Ltd.

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| **Non-Disclosure Agreement** | **SEC203** |

**Purpose**

The purpose of the Non-Disclosure Agreement (***NDA***) is to ensure that the Supplier and its lower tier suppliers (i.e. Sub-subcontractors, representatives, consultants and/or agents comply with section 2030.23 10.c(i)(A) of Annex B to Schedule A (General Conditions).

**References**

This DID must be read in conjunction with Appendix H (Security Requirements) and Schedule A (General Conditions) and the corresponding SOW reference.

**Preparation Instructions**

This Data Item shall comply with the general format, content and preparation instructions set out in Part 1 (Introduction) of Schedule D1 (SOW) and Part 1 of Schedule D2 (SDRL).

**Format and Content**

1 Complete attachment A to this DID (*pro forma* NDA).

**Attachment A to DID PM221**

**Non-Disclosure Agreement: Supplier’s Subcontractors to Canada and the Purchaser**

To: Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services (“**Canada**”)

and

Vancouver Shipyards Co. Ltd. (“**VSY**”)

1 We, [\* insert full legal name of Supplier] a company incorporated under the laws of [\*insert jurisdiction of incorporation] (the “**Company**”) recognize that in the course of or as a result of our work as a contractor or subcontractor for services in relation to the Joint Support Ship Project, we may be given access to confidential information belonging to ThyssenKrupp Marine Systems Canada Inc., VSY, Canada or to other identified third parties (including ThyssenKrupp Marine Systems GmbH (“**TKMS**”)). In this Agreement, “confidential information” means any information in relation to the Joint Support Ship Project in any form, whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such documents, instructions, guidelines, data, drawings, specifications, materials, or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive.

2 We hereby agree and shall so instruct our employees that we shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any confidential information or documentation to any person (other than to a person employed by VSY or Canada or to a person to whom disclosure has been expressly consented to by VSY or Canada) except on a need to know basis to employees within the Companyand for the purpose of our contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada or VSY, to prevent the disclosure of or access to such information or documentation in contravention of this Agreement. Without limiting the generality of the foregoing, we understand and agree that information and documentation disclosed to us while performing work under the contract is not to be used for any purpose except to carry out the contract. For the purpose of this Non-Disclosure Agreement, embedded consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them hereunder as if they were employees**.**

3 We shall not make use of any confidential information for any purpose other than the carrying out of our obligations under our contract, described above.

4 At the written request of Canada or VSY and at the expiry or termination of our contract, we will immediately deliver to VSY all hard copies of all confidential information that have come into our possession or have been made in the performance of the contract as well as every draft, working paper and note that contains any of the confidential information, and we will immediately delete all electronic records of any of those, except that we are under no obligation to delete back-up computer records provided that we make no attempt to retrieve such records.

5 Nothing in this Agreement shall be construed as preventing the disclosure or use of any confidential information to the extent that such information:

(a) is or becomes in the public domain through no fault of our own;

(b) is or becomes known to us from a source other than the other party to our contract or the party who disclosed it to us for purposes of the contract, except any source that is known to us to be under an obligation not to disclose the information; or

(c) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

6 The Company acknowledges that the confidential information is proprietary and confidential and that Canada, VSY or their subcontractors, as the case may be, would be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Company in accordance with the terms set out and therefore the Company agrees that, in addition to monetary damages and without limiting any other rights or remedies that Canada, VSY or their subcontractors may have, Canada, VSY and their subcontractors will have the right to immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by the Company.

7 No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.

This Agreement must be interpreted and governed by the laws in force in British Columbia, Canada.

We agree that the terms of this Agreement shall survive the completion of the work under our contract or subcontract with VSY as the case may be.

[IF APPLICABLE INSERT THE FOLLOWING: This Non-Disclosure Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on \_\_\_\_\_\_\_\_ for confidential information disclosed to us after the date hereof.]

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this \_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_, 20\_\_, by our officers duly authorized in this respect.

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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(I have authority to bind the corporation)