



Non-Disclosure Agreement – Client/Contractors

This Agreement is between **RACS Quality Certificates Issuing Services** whose offices are located at Office 705, Business Point Building, Port Saeed, Deira, Dubai, UAE P.O Box and

Whereas, **RACS Quality Certificates Issuing Services** and

may provide information to each other which may be confidential.

the parties agree as follows:

1. The following terms as used in this Agreement are defined as follows:
 - a. "RECIPIENT" shall mean the party receiving the Information of the other party.
 - b. "ORIGINATOR" shall mean the party providing Information to the other party.
 - c. "Confidential Information" shall mean any information which the ORIGINATOR may provide to the RECIPIENT on or after the date of this Agreement, (including any information relating to ORIGINATOR and its business), whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by ORIGINATOR to RECIPIENT or vice versa:
proprietary data or software, development, marketing, and sales information relating to the products or services (actual or contemplated) of ORIGINATOR, marketing plans, strategic plans, financial statements, and such other information as ORIGINATOR may provide to RECIPIENT in connection with the Investigation. The Information to be disclosed to RECIPIENT shall be at the sole discretion of ORIGINATOR.
2. RECIPIENT agrees that all Information received by the originator prior to or during the term of this Agreement will be treated as confidential except for the Information which:
 - a. is generally available to the public, through no fault of RECIPIENT or any affiliated party, and without breach of this Agreement;
 - b. is already in the possession of RECIPIENT, without restriction and prior to any disclosure hereunder;
 - c. is or has been lawfully disclosed to RECIPIENT, by a third party without obligation of confidentiality upon RECIPIENT; or
 - d. was developed by employees or agents of RECIPIENT independently and without reference to any Information or other confidential information that ORIGINATOR had disclosed in confidence to any third party.
3. RECIPIENT agrees:
 - a. to treat the Information as confidential using the same degree of care used by RECIPIENT to protect RECIPIENT's own confidential information, but in any event not less than a reasonable degree of care;
 - b. not to make public, or authorize any disclosure or publication of the Information, except as expressly permitted in writing by ORIGINATOR;
 - c. to take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with RECIPIENT do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement;

Prepared by: Q.O.	Reviewed by: Q.A.M.	Approved by: G.M.
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d. to disclose the Information only to RECIPIENT's employees and agents whose responsibilities or services they render to the RECIPIENT require them to know or have access to the Information in connection with the Services;

Exempted from the above, government authorities like accreditation bodies and scheme owners involved in approving the recipient in his position as Conformity Assessment body, thus requiring to get documents of his clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.

- e. not to use the Information for any purpose other than for the purpose of the Investigation;
- f. to advise ORIGINATOR in writing of any misuse by any person of Information as soon as RECIPIENT becomes aware of such misappropriation or misuse;
- g. upon ORIGINATOR's written request, promptly return to ORIGINATOR or destroy all Information in the possession or control of RECIPIENT.

4. All documents or other media containing Information and all reproductions thereof (whether delivered to RECIPIENT by ORIGINATOR, reproduced by RECIPIENT or generated by RECIPIENT itself) shall at all times remain subject to the terms of this Agreement. In the event ORIGINATOR, at any time, requests the return of the Information, RECIPIENT will promptly deliver to ORIGINATOR the Information in RECIPIENT's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.

5. All types of Information concerning the ORIGINATOR, its suppliers and its products or any other information obtained from sources other than the ORIGINATOR (e.g. complainant, regulatory bodies, other clients) is treated as confidential and is accessible to only RECIPIENT's authorized personnel. Similar terms of confidentiality apply on such information as well.

6. This Agreement will be governed by and construed in accordance with the laws of UAE. In the event of a dispute over its interpretation or execution, the courts of Dubai, UAE, shall have exclusive jurisdiction.

7. Client/Contractors shall adhere to the basic principles of Halal Islamic rules. Utmost respect and 'Adherence' shall be followed, and for the respect of the internal provisions of RACS.

The parties acknowledge by the signatures below of their authorized representatives that they have read this Agreement and understand and agree to be bound by its terms and conditions.

Signed By:

Signed By:

Date:

Date:

Prepared by: Q.O.	Reviewed by: Q.A.M.	Approved by: G.M.
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