	Non-Disclosure Agreement (NDA) (Generic)	Template Identifier	240-43921804	Rev	6
		Document Identifier	240-63152169	Rev	6
		Effective Date	30 October 2020		
		Review Date	November 2023		
Project Title		ISO 14001:2015 Generation Power Stations and Head Office			

## NON-DISCLOSURE AND CONFIDENTIALITY CONTRACT

### 1 PARTIES

1.1 This contract is entered into between:

1.1.1 Eskom Holdings SOC Ltd Reg. No. 2002/015527/30 ("Eskom"), and

1.1.2 \_\_\_\_\_ *[insert Full name and surname of employee]* (the "Employee"), employee number \_\_\_\_\_ *[insert employee number of employee]*, employed by Eskom as at the date of signature of this contract.

### 2 DEFINITIONS

2.1 In this contract the following terms have the following meanings:

2.1.1 **"Confidential Information"** includes:

2.1.1.1. technical, commercial or financial information,


2.1.1.2. know-how, trade secrets or other intellectual property,

2.1.1.3. processes, machinery, designs, drawings, technical specifications and data,

relating to the Project, in whatever form and interpreted in the widest possible sense, and which information is contained in any documentation relating to the Project, whether such information is formally designated as confidential or not, and excludes Confidential Information that is;

Initials Employee:


Initials OBO Eskom:

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- 2.1.1.4. known to, or in the possession of the Employee, prior to disclosure through the Project, in circumstances that do not amount to a breach of the provisions of this contract,
- 2.1.1.5. or becomes publicly known, otherwise than as a result of a breach of this contract by the Employee,
- 2.1.1.6. developed independently of the Project by the Employee in circumstances that do not amount to a breach of the provisions of this contract or the Employee's conditions of employment,
- 2.1.1.7. disclosed by the Employee to satisfy a valid order of court or to comply with the provisions of any law or regulation in force from time to time. In these circumstances, the Employee must advise Eskom so that Eskom can take whatever steps it deems necessary. The Employee can disclose only that portion of the Confidential Information which it is legally required to disclose.
- 2.1.1.8. received from a third party in circumstances that do not result from or in a breach of the provisions of this contract.
- 2.1.2 **"Project"** means the evaluation, negotiation and any other consideration of all procurement documentation generated, and the tenders received in response to tender name and number **CORP NO: MWP1745GX**

Initials Employee:

Initials OBO Eskom:


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Project Title		[Insert Project Title here]			

### 3 PROTECTION OF AND RESTRAINT ON USE OF CONFIDENTIAL INFORMATION

- 3.1 During the Project, the Employee will become aware of and have access to Confidential Information.
- 3.2 The Employee must not disclose to any other person, or make use of for his or her benefit or that of any other person, whether directly or indirectly, any Confidential Information related to the Project, without the prior written consent of Eskom, save where such a person is also a participant in the Project and has signed a non-disclosure contract similar in all material respects to this contract.
- 3.3 The Employee must protect Confidential Information related to the Project and handle and store such information so as to prevent any unauthorised disclosure.
- 3.4 The Employee cannot keep Confidential Information and whenever required to do so, and in any event when leaving Eskom's employment, must return all Confidential Information relating to the Project.

Initials Employee:

Initials OBO Eskom:

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Project Title		[Insert Project Title here]			

#### 4 DURATION


This contract comes into effect on the date that the Employee first has access to Confidential Information related to the Project and will remain in force for a period of three years after the award of the tender to which the Project pertained, irrespective of whether the Employee is or is not employed by Eskom during this period.

#### 5 GENERAL

- 5.1 This contract contains the entire agreement between the parties with regard to the subject matter hereof.
- 5.2 A waiver, amendment or early cancellation of this a contract will only be effective if reduced to writing and signed by or on behalf of the parties.
- 5.3 In the event that the Employee breaches this contract and fails to remedy such breach within seven days from the date of a written notice to do so, or where such breach cannot be remedied, Eskom may invoke all remedies available to it in law.
- 5.4 This contract replaces any similar contract previously signed by the Employee in respect of the Project.
- 5.5 The Employee must not make or issue any announcement or statement to the press or any other party in connection with the Project.

Initials Employee:

Initials OBO Eskom:

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Signed at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_ *[Employee to sign]*

Employee

Name of witness: \_\_\_\_\_ *[insert Full name and surname of witness]*

Signature of witness: \_\_\_\_\_ *[witness to sign]*

Signed at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_ *[Full name and surname on behalf of Eskom]*

Name

\_\_\_\_\_ *[Obo Eskom to sign]*

On behalf of Eskom, who through signature warrants his or her authority to sign

Name of witness: \_\_\_\_\_ *[insert Full name and surname of witness]*

Signature of witness: \_\_\_\_\_ *[witness to sign]*