



# NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between Federation of European Statistical Associations (FENStats) with its principal offices in Luxembourg, ("Disclosing Party") and (*name*), (*address*) ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

## Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all information or material that is concerning an individual. This applies whether or not the information is, or could be, protected by laws of the European Union, or a nation where the information, individual or either party is residing. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide indication that such oral communication constituted Confidential Information.

## Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; or (b) is disclosed by Receiving Party with Disclosing Party's prior written approval.

## Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party may, according to instructions by Disclosing Party, share Confidential information with other Parties who has signed a similar agreement with Disclosing Party. Receiving Party shall return to Disclosing Party or permanently destroy any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

## Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

## Exceptions to this Agreement

Receiving party will not be held liable for disclosing Confidential information by order of a legal authority in his/her, affected individual or Disclosing Party's legislation.

RECEIVING PARTY

Signature \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_ Date: \_\_\_\_\_