



Suite 35 & 36
The Innovation Centre
Kent University
University Road, Canterbury,
Kent CT2 7FG

T: 0845 299 7144 F: 01227 811731 E: info@the-safety.net W: www.safetynetassociates.co.uk

NON-DISCLOSURE AGREEMENT and CONTRACT TO PURCHASE AND SUPPLY SERVICES

With regard to any information or discussion exchanged between Safety Net Associates Limited (The Purchaser) and the Supplier (You/your Company as detailed below)

Enter your name or trading name – Include full company and VAT particulars if applicable as the Supplier:

Enter your address – Include Company Office if applicable as the Supplier

The above is subject to this Non-Disclosure Agreement and contractual agreements set out below and duly signed by you or your Company.

The Supplier will deem commencement of provision of the services acceptance of the terms and conditions of the contract.

Furthermore, pursuant to Regulation 32(9) of the Conduct of Employment Agencies and Employment Business Regulations 2003 both Safety Net Associates Ltd and The Supplier as named above confirm that they do not wish the regulations to apply to any of their engagements through Safety Net Associates Limited.

For the avoidance of doubt, the Supplier will be solely responsible for the payment of Statutory Sick Pay, holiday pay or statutory maternity pay to its Personnel, and will be responsible for any PAYE, Income Tax and National Insurance contributions and other taxes and deductions payable in respect of its Personnel in respect of any Specification undertaken.

The relationship between the parties is one between independent businesses acting at arms length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.



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The Supplier confirms that it will comply with all the requirements of the VAT legislation and the Companies Act 1985 (as amended).

NON-DISCLOSURE AGREEMENT

In consideration of the opportunity to enter into commercial discussions and to tender for specific projects where so applicable, and in consideration of the benefits derived from any subsequent contract You/your Company undertakes that in any dealings with Safety Net Associates Ltd shall be subject to the following:

CONFIDENTIALITY

All information disclosed by the Purchaser (Safety Net Associates Ltd) together with any information similarly disclosed which derives from any third party with whom the Purchaser may be in commercial and/or technical co-operation (Collaborative Partner) shall remain confidential to the Purchaser and shall be treated in commercial confidence by the Supplier (You/your company).

The Supplier shall not disclose such information to any third party without the Purchaser's prior written consent except to the extent that the same is or becomes public knowledge without breach of this Agreement by the Supplier or is in the possession of the Supplier prior to its receipt from the Purchaser with rights to use and/or disclose the same without reference to the Purchaser.

In particular the Supplier shall not take any action which may jeopardize the ability of the Purchaser, its Collaborative Partners or its subcontractors to apply for and have granted patent or other similar rights to which it may be entitled in respect of any work to which the supplier through its dealings with the Purchaser, has access to or is associated with.

COPYRIGHT

Subject only to the existing rights of any third party, copyright in all information disclosed at any other time by the Purchaser to the Supplier whether intentionally or otherwise and in any information arising out of any subsequent contract (hereinafter collectively known as Information) shall vest in and be the valuable property of the Purchaser.

Except as may be properly necessary for the submission of a tender to the Purchaser or for the subsequent performance of any contract, the Supplier shall not copy, otherwise reproduce or commit to record, electronically or otherwise, such Information without first obtaining the Purchaser's prior written consent.

TITLE

Save where specifically provided for the conduct of the Supplier's dealings with the Purchaser, the Supplier shall not remove from the Purchaser's premises any drawings, specifications, documents, data or other items (Documents) without the Purchaser's prior consent. Further, the Supplier acknowledges that subject to the existing rights of the Supplier or any third party, title to all Documents provided by the Purchaser, shall remain the property of the Purchaser.



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PUBLICITY

The Supplier shall not make use of the Purchaser's name or any Information acquired through its dealings with the Purchaser for publicity or marketing purposes without the prior written consent of the Purchaser.

BREACH

Each of the Parties acknowledges that all of the Information is confidential information and that any breach by either of the Parties of this Agreement is likely to cause substantial harm to the other Party's business which will not be capable of remedy by the payment of a sum of liquidated damages, and therefore, in addition to its rights and remedies otherwise available at law, Safety Net Associates Ltd shall be entitled to equitable relief, including injunction, in the event of such breach.

The Supplier acknowledges that the above provisions apply from the date of signature of this undertaking and shall continue to so apply subsequently whether or not any tender or offer of work submitted by the Supplier results in a subsequent contract and after completion or termination of any such contract.

The Supplier shall ensure that any of its employees, sub-contractors or agents that may need to visit the premises or have access to Information or Documentation arising out of the Supplier's dealings with the Purchaser, have notice that the above provisions apply to them.

The above undertaking shall be governed, construed and shall take effect in accordance with the Laws of England and the forum for the settling of any dispute shall be the English Courts. In the event that any provision of this undertaking or the application thereof to any person or in any circumstance shall be determined to be invalid, unlawful or unenforceable to any extent the remainder shall be unaffected and shall continue to be valid and may be enforced to the fullest extent permitted by law.

You/your company is aware that a breach of the provisions of this non-disclosure agreement shall result in immediate termination of any contract or arrangement between us, it will be wholly responsible for any suppliers, subcontractors and third parties used in the performance of any work.

DATA PROTECTION ACT 1998

The information that you give us, including your curriculum vitae and e-mail address, is termed "personal data" under the Data Protection Act 1998. We therefore follow the principles set out in that Act when we process your personal data. All the personal data that we obtain from you is held on our central in-house database. SNA is a "data controller" for the purposes of the Data Protection Act.



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The Services offered by the Purchaser to be supplied by the Supplier subject of this Agreement.

Assignment(s)

Will be described by Purchaser via email to Supplier on a case-by-case basis

Client Contact:

In carrying out the services the Suppliers point of contact with the Client will always be through Safety Net Associates Limited.

Location:

These will be specified and made available to the supplier via email or the Safety Net Web Site.

Specific dates:

These will be specified and made available via email or the Safety Net Associates Web Site.

Personnel:

The Supplier will only utilize named person(s) acceptable to the Purchaser.

Fees for provision of the services

The Purchaser will pay the Supplier a day rate or fixed fee to be agreed via email or via the Safety Net Web Site on a case-by-case basis and attached to this agreement.

All above amounts are exclusive of VAT, which shall be paid by the Purchaser (if Applicable) on receipt of a valid VAT (If Applicable) invoice.

Invoicing:

The Supplier shall be entitled to submit monthly invoices on the last calendar day of the month to the Purchaser.

All invoices must show the days and locations worked.

Payments:

The Supplier will receive payment from the Purchaser within 30 banking days of receipt of a correct invoice plus VAT where applicable.

Costs:

Costs and expenses are the responsibility of the Supplier and will not be paid unless agreed with the Purchaser in advance. The Supplier will provide all receipts for any agreed expenses occurred.

Insurance:

The Supplier is responsible for providing its own business insurance, including their party liability insurance, whilst performing the services provided to the Purchaser and its Clients.



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Signatures

You or your Company understands and undertakes to comply with the contents of this Agreement.

| | |
|--|--|
| Signed | |
| Print Name | |
| Title | |
| Date | |
| For and on behalf of you/your company | |

Signed on Behalf of Safety Net Associates

Position

Date