Confidentiality Agreement

THIS AGREEMENT is made on the <insert date>

BETWEEN

Asiera having its principal place of business at 3rd Floor, North Dock 2, 93/94 North Wall Quay, Dublin 1, D01 V8Y6 (for the purposes of this Agreement referred to as "Asiera" which expression includes its successors and permitted assigns and any party to whom its functions are transferred under Applicable Law) of the one part; and

<insert supplier name>, a company established under law with company registration number <insert company reg no> and having its registered address at <insert address> (for the purposes of this Agreement referred to as the "Supplier" which expression includes its successors and permitted assigns) of the other part.

WHEREAS:

In this Agreement

(1) the "**Framework Agreement"** means the agreement dated <insert date> made between Asiera and the Supplier for the provision of Schools Customer Premise Equipment, Support and Associated Services Services ("the Services").

(2) other capitalized terms shall have the meaning attributed to them in the Framework Agreement save where indicated otherwise.

(3) for the purposes of the delivery of Services under a Client Contract, certain confidential information will be disclosed or supplied either by Asiera to the Supplier or by the Supplier to Asiera.

NOW IT IS HEREBY AGREED in consideration of the sum of €5 (the receipt of which is hereby acknowledged by the Supplier) as follows:

1. For the purpose of this Agreement "Confidential Information" shall mean such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes disclosed or supplied either by Asiera or by the Supplier ("Disclosing Party") to the other Party (the "Receiving Party") in any format, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the Disclosing

Party within thirty (30) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential or proprietary.

2. This Agreement shall be effective as of the Operational Commencement Date of the Framework Agreement and shall thereafter continue until the expiry of a period of five (5) years following the termination or expiry of the Framework Agreement.

3. Asiera and the Supplier each mutually undertake to treat any and all Confidential Information as confidential, to use it solely for the purposes of the Services, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the Disclosing Party.

4. The obligations set out in Clause 3 herein shall not apply to any Confidential Information which:

   4.1 the Receiving Party can prove has been known to it prior to the time of its receipt pursuant to this Agreement; or

   4.2 is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of the Receiving Party; or

   4.3 the Receiving Party can prove became known to the Receiving Party through disclosure by sources other than the Disclosing Party, having a right to disclose such information; or

   4.4 the Receiving Party can prove has been developed independently by an employee of the Receiving Party who has not had access to any of the Confidential Information of the Disclosing Party.

5. Unless it is necessary for the purpose stated in this Agreement and provided that any disclosed Confidential Information or any copy thereof is made accessible only to such representatives who have a need to know, the Receiving Party shall not, without the prior written consent of the Disclosing Party, copy or reproduce any item or document supplied to the Receiving Party, containing in whole or in part, Confidential Information. The Receiving Party shall return such item or document and any copies thereof at the Disclosing Party's request, and at the latest on termination of the Framework Agreement. This shall not apply to copies of electronically exchanged Confidential Information made as a matter-of-routine information technology back-up, and to Confidential Information or copies thereof which must be stored by the Receiving Party according to law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation which shall be made known to the Receiving Party upon receipt.

6. All Confidential Information shall remain the exclusive property of the Disclosing Party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No licence or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement. No commercial obligation on the part of either Party is intended or undertaken. The Parties agree that any Confidential Information is made available "as is" and that no warranties of any kind are granted on implied with respect to the quality of Confidential Information, including but not limited to, its fitness for any purpose, non-infringement of third-party rights, accuracy, completeness or correctness.

7. The Receiving Party shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components. To the extent that such items have not been destroyed or used during evaluation tests and unless there is no other agreement between Asiera and the Supplier, they shall be returned to the Disclosing Party upon request, and at the latest on termination or expiry of the Framework Agreement or any Client Contract awarded thereunder, whichever is later.

8. The Supplier acknowledges that Asiera is subject to the Freedom of Information Act 2014, as amended and that information furnished to Asiera by the Supplier may be released pursuant to the statutory obligations of Asiera. In the event of Asiera receiving a request for information, Asiera shall inform the Supplier of the nature of the request. If the Supplier considers that any information supplied by it to Asiera under this Framework Agreement should not be disclosed on grounds of commercial sensitivity, it should when providing the information, indicate this and state the reasons for this sensitivity. Asiera will consult the Supplier about this commercially sensitive information before making a decision on any Freedom of Information request received. Asiera accepts no liability whatsoever in respect of any information provided by it in accordance with its obligations under the Freedom of Information Acts which is subsequently released, or in respect of any consequential damage suffered as a result.

9. It is acknowledged that in respect of any breach of the terms hereof, damages will not be an adequate remedy.

10. Ancillary agreements, amendments or additions hereto must be made in writing.

11. This Confidentiality Agreement shall be governed by Applicable Law and considered to be a contract made in Ireland and according to Irish Law and any dispute between the Parties arising out of, or relating to this Agreement shall be subject to the exclusive jurisdiction of the Courts of Ireland, to which both Parties hereby submit.

12. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

Signed for and on behalf of Customer	**Signed for and on behalf of the Contractor:**
{{Sig_es_:signer2:signature }}	{{Sig_es_:signer1:signature }}
{{N_es_:signer2:fullname }}	{{N_es_:signer1:fullname }}
{{Ttl1_es_:signer2:title }}	{{Ttl1_es_:signer1:title }}
{{Dte_es_:signer2:date }}	{{Dte_es_:signer1:date }}