

## Non-Disclosure Agreement for Contractors

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**Background:**

This agreement will be used for all contractors requiring access to information/systems that belong to Toi Ohomai Institute of Technology (Toi Ohomai) and sets out the terms under which that information/systems may be used. By signing this agreement, the contractor agrees to be bound by these terms.

**Access:**

The contractor will only access information/systems as agreed to by Toi Ohomai and acknowledges that Toi Ohomai may monitor their access to ensure the information/systems being accessed are what have been agreed to. The contractor further acknowledges that access to information/systems will only be provided for the agreed period, and may be terminated by Toi Ohomai at any time.

**Intellectual Property:**

Any intellectual property (whether protectable by registration or not) including any list, specification, formula, drawing, programme, design, concept, information, idea, or any other thing created, made or discovered by the contractor in the course of providing services to Toi Ohomai, will be disclosed to and be the absolute property of Toi Ohomai without the need for either the contractor or Toi Ohomai executing any further document; this is except for any techniques, knowledge, information, practices or codes which are generic in nature and relate to standard practice adopted by an industry.

**Confidentiality:**

The contractor will keep confidential and secure, and not exploit or otherwise misuse, any information of Toi Ohomai which is identified as, or would reasonably be expected to be, proprietary, confidential or commercially sensitive (Confidential Information). The contractor will only use Confidential Information to the extent necessary to perform the services required. On termination of this agreement, the contractor will immediately return to Toi Ohomai, or immediately destroy, all Confidential Information in the contractor's possession. The obligations under this clause shall survive termination of this agreement.

**Signed by the contractor**

Signature:		Position:	
Name:		Company:	
Date:			

**Signed for Toi Ohomai** (the signatory below accepts responsibility for the access given to the contractor)

Signature:		Access required until:	EDUNET / O365/ CARDAX / OTHER
Name:		Level of access:	
Date:		Department:	

**Approved by the Information Technology Department at Toi Ohomai**

Signature:		Position:	
Name:		Date signed:	
Info Sheet Completed Y/N?		Review Date:	