



**ASSOCIATION MAURICIENNE  
DES FEMMES CHEFS D'ENTREPRISES**  
*Affiliated to the Femmes Chefs d'Entreprises Mondiales (FCEM)*

*President 2021-2022 Rima Ramsaran*

**Non-Disclosure Agreement**

This Non-Disclosure Agreement (the “**Agreement**”) is made effective [DATE]:

**Between:** The Association Mauricienne des Femmes Chefs d'Entreprises an Association registered under number C07000934 and having its registered office address at 2, Atlas Avenue, Morcellement Nazroo, Pte Aux Sables (the “**AMFCE**” or “**First Party**”);

**And:** \_\_\_\_\_, registered under number \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (the “**Second Party**”).

(Each a “Party” and jointly the “Parties”)

**WHEREAS:**

- a) The First Party, in collaboration with the Australian High Commission, has organised the “Business Without Borders: Mentoring Women Entrepreneurs in the Indian Ocean” (the “**Project**”) with the objective to enable women entrepreneurs (“**Mentees**”) acquire in-depth entrepreneurial skills by being mentored by experts around the world (“**Mentors**”).
- b) The Second Party is a participant (either as Mentor or Mentee) in the Project.
- c) It is contemplated that the Parties will be made privy to certain Confidential Information (as defined below) for the purpose of carrying out the Project (the “**Purpose**”).
- d) The Parties hereby agree to enter into and execute this Agreement to protect the confidentiality of Confidential Information exchanged between the Parties and to prevent the unauthorised disclosure by one Party of Confidential Information received from the other Party.

**THEREFORE, it is agreed as follows:**

**1. Definition**

- 1.1 “**Disclosing Party**” means any Party which discloses Confidential Information to the other Party.



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- 1.2 “**Receiving Party**” means any Party which receives Confidential Information from the Disclosing Party by any means (including by way of electronic email or personal delivery) in relation to the Purpose under this Agreement.

## 2. Obligations of Confidentiality

- 2.1 “**Confidential Information**” shall mean all information disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose, whether in writing, electronic, magnetic, photographic, or in other tangible form, or orally or visually, even before the Effective Date including but not limited to:

2.1.1 All training materials and information, whether in writing or otherwise, relating to the Project;

2.1.2 the existence and terms of this Agreement;

2.1.3 any information that would be regarded as confidential by a reasonable business person, including without limitation information relating to:

2.1.3.1 the marketing strategies, business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party;

2.1.3.2 documents belonging to the Disclosing Party and/or its affiliates; and

2.1.3.3 the operations, processes, product information, know-how, structure or trade secrets of the Disclosing Party; and

2.1.4 any information, technical data, research, development information, business and product development plan or analysis derived from Confidential Information;

but not including any information that:

2.1.5 is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party or thereafter enters the public domain without any breach of the terms of this Agreement;

2.1.6 was already known by the Receiving Party before the moment of disclosure (under evidence of reasonable proof or written record of same and provided that such information has been obtained through no wrongful act of the Receiving Party or any third party and without breach of any Confidentiality obligations known to the Receiving Party;



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- 2.1.7 is subsequently communicated to the Receiving Party without any obligation of confidence from a third-party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party; or
- 2.1.8 becomes publicly available by other means than a breach of the confidentiality obligations by the Receiving Party (not through fault or failure to act by the Receiving Party).
- 2.2 The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.
- 2.3 Confidential Information shall also refer to Confidential Information of the Disclosing Party's affiliates and subsidiaries as may be disclosed by the Disclosing Party under this Agreement for the Purpose.
- 2.4 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and shall only use the Disclosing Party's Confidential Information for the Purpose. In no case shall the Receiving Party use or allow to be used the Confidential Information to produce goods or services competitive with those of the Disclosing Party.
- 2.5 Except with the prior written consent of the Disclosing Party, the Receiving Party shall:
- 2.5.1 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
  - 2.5.2 not directly or indirectly use the Confidential Information or any aspect thereof, except and solely in relation to the Purpose;
  - 2.5.3 not disclose or make available the Confidential Information to any of its employee not working in relation to the Purpose;
  - 2.5.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
  - 2.5.5 not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and



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- 2.5.6 use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information, which the Receiving Party warrants as providing adequate protection from unauthorised disclosure, copying or use.
- 2.6 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its employees or authorised representatives who need to know this Confidential Information for the Purpose, provided that:
- 2.6.1 it informs its employees or authorised representatives of the confidential nature of the Confidential Information before disclosure;
  - 2.6.2 it procures that its employees or authorised representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the recipient;
  - 2.6.3 upon discovery of any disclosure or misuse of Confidential Information, the Receiving Party shall notify the Disclosing Party and shall act to prevent any further disclosure or misuse; and
  - 2.6.4 it shall at all times be liable for the failure of any employee or authorised representatives to comply with the terms of this Agreement.
- 2.7 The Receiving Party is permitted to disclose Confidential Information as required by law or regulation provided, however, that the Receiving Party shall:
- 2.7.1 give written notice promptly upon receipt of a disclosure and before the disclosure is made;
  - 2.7.2 take reasonable actions and provide reasonable assistance to the Disclosing Party to secure confidential treatment of the Confidential Information; and
  - 2.7.3 disclose only such Confidential Information as is required.
- 2.8 The Confidential Information subject to this Agreement is made available "as such" and no warranty of any kind is granted or implied with respect to the quality of such information including, but not limited to, its applicability for any purpose, non-infringement of third-party rights, accuracy, completeness or correctness.

### **3. Return of Information**

- 3.1 All Confidential Information shall remain the property of the Disclosing Party and nothing contained herein shall be construed as granting to the Receiving Party any rights, express or implied, in the Disclosing Party's Confidential Information, other than the right to use it for the Purpose.



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3.2 On the request of the Disclosing Party, and as far as reasonable, the Receiving Party shall PROMPTLY:

3.2.1 destroy or return to the Disclosing Party all documents (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;

3.2.2 erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and

3.2.3 certify in writing to the Disclosing Party that it has complied with the requirements of this clause,

provided that the Receiving Party may retain documents containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required to comply with mandatory law. Such Confidential Information or copies thereof retained by the Receiving Party shall be subject to an indefinite confidentiality obligation.

3.3 If the Receiving Party develops or uses a product, relationship or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Receiving Party shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used or disclosed.

## **4. Termination**

4.1 This Agreement shall be terminated upon completion of the Project.

4.2 The obligations of the Receiving Party with respect to the Confidential Information received prior to termination shall survive such termination.

## **5. Representations**

5.1 The Receiving Party acknowledges that its breach of this Agreement shall cause irreparable harm and damage and hereby agrees that the Disclosing Party shall be entitled to seek equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.



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- 5.2 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

### **6. Dispute Resolution**

- 6.1 Should any dispute arise out of this Agreement or in connection thereof, a meeting shall be convened in order to resolve such dispute through bona fide negotiation. Such meeting shall be conducted in person or via electronic means.
- 6.2 Should any dispute arise out of this Agreement or in connection thereof, a meeting shall be convened in order to resolve such dispute through bona fide negotiation. Such meeting shall be conducted in person or via electronic means.
- 6.3 If a dispute (other than where, in accordance with Clause 5.1 above, an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), has not been resolved through the process referred to in above within fourteen (14) Business Days of the date of the meeting referred to in that clause, the Parties may be entitled to seek the available legal remedies. The costs for such legal action shall be borne by the losing Party.

### **7. Miscellaneous**

- 7.1 This is the entire agreement between the parties as to the subject matter hereof and supersedes any previous agreements, oral or written, to the same effect. It may be modified only by written agreement of the parties.
- 7.2 This Agreement shall not be assigned without the written authorisation of the other party.
- 7.3 Each of the covenants provided in this Agreement are separate and independent covenants. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.



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It is not a defence to the enforcement of any provision of this Agreement that the Disclosing Party has breached or failed to perform any obligation or covenant under any other agreement or understanding between the Disclosing Party and the Receiving Party.

- 7.4 This Agreement shall be binding on the administrators, liquidators, trustees in insolvency, judicial managers and other successors in title of each Party.
- 7.5 This Agreement shall be governed by the laws of the Republic of Mauritius.

**In witness whereof**, the parties have executed this Agreement as of the Effective Date in good faith and in two (2) originals.

For the First Party

By:  
Signed by:  
Name:  
Title:

For the Second Party

By:  
Signed by:  
Name:  
Title: