



# FDIA

**FIRE DETECTION INDUSTRY ASSOCIATION**

**CONFIDENTIALITY UNDERTAKING**

**Fire Detection Installers Association**

**(Hereinafter referred to as FDIA)**

**AND**

**NAME: .....**

**(The Committee Member)**

**ID NUMBER: .....**

## 1. PREAMBLE

This **CONFIDENTIALITY UNDERTAKING**, when duly signed, replaces and supersedes all previous agreements. It is agreed that FDIA is entitled to require a **CONFIDENTIALITY UNDERTAKING** be signed by all **The Committee Members**.

## 2. DEFINITIONS

For the purposes of this contract the following words shall, unless the context clearly otherwise indicates, have the allocated meanings:

1. **ASSOCIATION SECRETS** means - The ASSOCIATION SECRETS of the FDIA and its members and includes, but not limited to, the manner in which the association is structured and operational know how, processes and techniques, marketing strategies and policies, designs, patents, exclusivity arrangements, technical information, association connections and contractual arrangements.
2. **CONFIDENTIAL INFORMATION** means - The CONFIDENTIAL INFORMATION of the FDIA and includes, but is not limited to, the contractual arrangements between the FDIA and its members, associates and business connections, financial details of the FDIA, the names of present and prospective members and any information regarding them, the remuneration paid by FDIA to any supplier, employee and in general all such facts or information which relates to the FDIA and which information is not readily available in the ordinary course of business outside of that information released by the FDIA committee by formal agreement.

## 3. CONFIDENTIALITY UNDERTAKING

1. It is recorded that **The Committee Member** will, as a consequence of their contract with the FDIA have access to the ASSOCIATION SECRETS and CONFIDENTIAL INFORMATION and **The Committee Member** hereby agrees, undertakes and binds themselves, in order to protect the proprietary interest of the FDIA in the ASSOCIATION SECRETS and CONFIDENTIAL INFORMATION that, during the period of **The Committee Member** agreement and forever thereafter, **The Committee Member** will not, either directly or indirectly use, disclose, divulge or make known except as required or necessitated in the performance of **The Committee Member** duties with the FDIA any of the ASSOCIATION SECRETS or CONFIDENTIAL INFORMATION.
2. Any documents, including (but not limited to) data stored in any computer program or any printout thereof, drawing, records, notes, memoranda or reports which contain any ASSOCIATION SECRETS or CONFIDENTIAL INFORMATION and all copies thereof, irrespective of whether **The Committee Member** was the author thereof or not, will be and remain the property of the FDIA and shall be surrendered to the FDIA on the termination of **The Committee Member's** contract for whatsoever reason or due to the lapse of time. **The Committee Member** shall not retain copies or extracts from any such documents.

## 4. DECLARATION

**The Committee Member** declares that:

1. He/she was not induced or forced to sign the Confidentiality Undertaking in any way whatsoever.
2. He / She fully understand the contents of the agreement and consider the terms and conditions thereof binding.
3. This document contains the whole agreement between the parties with regards to the Confidentiality Undertaking and no other undertaking or warranties will be of any force or effect unless reduced to writing and signed by both parties. This agreement can only be varied in writing and signed by both parties and their representatives. Over and above the foregoing, the common law with regard to unlawful competition would apply to the relationship between **The Committee member** and the FDIA during and after termination of the relationship
4. In the event of a reconstruction or merger of the FDIA, the FDIA may cede and assign all its right and obligations under this agreement by any concern resulting from such reconstruction or merger with another organisation.
5. This confidentiality undertaking will remain in force despite the termination of membership agreement for any reason whatsoever.

**6. DISPUTES**

1. Save as is otherwise herein provided, any dispute arising out of or in connection with this agreement, including the interpretation, cancellation or termination thereof must be determined in terms of this clause. However, a party who submits that they are entitled to an interdict or urgent relief may at their sole discretion elect either to seek such relief through the process of arbitration.
2. In the event of a dispute arising the party wishing to have such dispute determined must notify the other party thereof in writing. Unless the dispute is resolved amongst the parties to the dispute within 21 (Twenty-one) days of such notice, either of the parties may refer the dispute to a registered advocate practising as such, at any Legal Bar.
4. If either of the parties fail to agree on the identity of the advocate within 21 (Twenty-one) days, either of the parties may approach the chairman of the Johannesburg Bar Council to nominate an advocate to determine such dispute.
5. Such agreed or nominated person shall have the sole discretion as to the procedure and manner to be followed in arriving at his/her decision, including the giving and receiving of evidence.
6. Such person, agreed upon or nominated, shall be bound to follow the general substantive principles of the South African law.
7. The parties shall use their best endeavours to procure that the decision of the person agreed upon or nominated shall be handed down within 21 (twenty-one) days or so soon thereafter as possible, after it has been demanded.
8. The decision of such person, agreed upon or nominated, shall be final and binding on all the parties affected thereby and shall be carried into effect and may be made an order of any competent Court at the instance of any of the parties at their cost.

**SIGNED AT ..... ON THIS ..... DAY OF ....., 2021**

**SIGNATURE;** .....

**NAME;** .....

**ID NO;** .....

**AS WITNESSES:**

1) \_\_\_\_\_ 2) \_\_\_\_\_

2) Name ..... 2)  
Name .....

**SIGNED AT ..... ON THIS ..... DAY OF ....., 2021**

**FOR AND ON BEHALF OF the FDIA**

**NAME;** .....

**ID NO;** .....

**SIGNATURE;** .....

**DESIGNATION;** .....