This is a guidance box. Remove all guidance boxes after filling out the template. Items highlighted in turquoise should be edited appropriately. Items highlighted in green are examples and should be removed. After all edits have been made, all highlights should be cleared.

Insert organization logo by clicking on the placeholder to the

# Confidentiality Agreement Template

#### **Choose Classification**

DATE VERSION REF Click here to add date Click here to add text Click here to add text Replace <a href="red"><organization name</a> with the name of the organization for the entire document. To do so, perform the following:

- Press "Ctrl" + "H" keys simultaneously.
- Enter "<organization name>" in the Find text box.
- Enter your organization's full name in the "Replace" text box.
- Click "More", and make sure "Match case" is ticked.
- Click "Replace All".
- Close the dialog box.

## Disclaimer

This template has been developed by the National Cybersecurity Authority (NCA) as an illustrative example that can be used by organizations as a reference and guide. This template must be customized and aligned with the <a href="corganization name">corganization name</a>'s business and relevant legislative and regulatory requirements. This template must be approved by the head of the organization (Authorizing official) or his/her delegate. The NCA is not responsible for any use of this template as is, and it affirms that this template is solely an illustrative example.

Choose Classification

VERSION <1,.>

## **Confidentiality Agreement**

concluded between:

<organization name>

<organization details:</pre>

Example: Organization's Address

Example: Representative's name

Example: Representative's Job Role>

hereinafter referred to as the "Employer"

and

<Employee name>

<Employee number>

<Job Role>

hereinafter referred to as the "Employee"

During the engagement between the Employer and the Employee, the Employee must observe strict confidentiality with regard to all business-related or other information concerning the Employer, the Employer's clients or other entities that are in a business relationship with the Employer, which has come to the Employee's attention in the course of the engagement whether it is verbal, written, or electronic (unless such disclosure was by virtue of previous written approval from the Employer). The Employee may not use such information, either directly or indirectly, for his/her own purposes and may not disclose it to any third party. Furthermore, the Employee must not disclose any data, which has come to his/her attention in the course of his/her employment.

Disclosure of information shall not be deemed illegitimate if it is proven that the disclosed information has become available to the public domain in the

Choose Classification

VERSION <1,.>

### **Confidentiality Agreement Template**

event it is not based on an unapproved written disclosure or has been acquired from a third party without breaching the obligation of confidentiality.

The definition of business-related information encompasses fiscal information, fiscal and business plans, data related to Employees and executives, procedures, all documents or information marked as "Top Secret", "Secret", or "Confidential" and any information that has come to the Employee's attention in connection with his/her employment, or if the Employee is required to treat such business information as confidential. The Employer and the Employee agree that the provisions of this section shall be applicable from signing this Contract and will not be invalidated by any termination of the Employee's employment, and the Employee will continue to be bound by all of the above provisions.

In addition, the Employee agrees to report directly to the Employer about any incidence of disclosure of information that comes to his/her knowledge during the engagement between Employer and Employee without any delay, negligence, and/or postponement.

This undertaking shall be governed by and construed in accordance with the laws of The Kingdom of Saudi Arabia and shall be subject to the exclusive jurisdiction of the courts of The Kingdom of Saudi Arabia.

<location>, <date>

Employee's Signature

Employer's Signature

Choose Classification

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