



City Improvement District

Blackheath

committed to making a difference

BLACKHEATH CITY IMPROVEMENT DISTRICT NPC

NON-DISCLOSURE AGREEMENT

CCTV AND LICENSE PLATE RECOGNITION (LPR) INFRASTRUCTURE

This Non-Disclosure Agreement (“Agreement”) is entered into on this ____ day of _____ 2026 by and between:

BLACKHEATH CITY IMPROVEMENT DISTRICT NPC

(“BCID” or “Disclosing Party”)

with its principal place of business situated at:

**Unit 34, Blackheath Small Business Centre
10 Station Road
Blackheath
7580**

And

(“Receiving Party”)

with its principal place of business situated at:

1. PURPOSE

The purpose of this Agreement is to protect confidential, sensitive, operational, technical, and security-related information disclosed by the BCID to the Receiving Party in relation to the:

Request for Proposal for the Provision of CCTV and License Plate Recognition (LPR) Camera Installation and Maintenance Services for the Blackheath City Improvement District NPC.

The Receiving Party acknowledges that the information to be disclosed relates to public safety infrastructure and operational security systems.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, “Confidential Information” includes, but is not limited to:

- CCTV camera locations and layouts;
- LPR camera locations and operational parameters;
- Network diagrams and communication infrastructure;
- Technical specifications and configurations;
- Control room operations and procedures;
- System architecture and software information;
- Public safety operational procedures;
- Access credentials and user permissions;
- Infrastructure vulnerabilities or limitations;
- Any maps, photographs, reports, drawings, diagrams, recordings, or documents supplied by the BCID;
- Any information marked confidential or reasonably understood to be confidential due to its nature.

Confidential Information may be disclosed verbally, electronically, visually, or in written form.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party undertakes and agrees that it shall:

- 3.1** Maintain strict confidentiality regarding all Confidential Information received from the BCID.
 - 3.2** Use the Confidential Information solely for the purpose of preparing and submitting a proposal and/or performing services authorised by the BCID.
 - 3.3** Not disclose, publish, circulate, reproduce, or distribute Confidential Information to any third party without the prior written consent of the BCID.
 - 3.4** Restrict access to Confidential Information only to employees, consultants, or representatives who reasonably require access for purposes related to the proposal or services.
 - 3.5** Ensure that any person granted access to Confidential Information is bound by confidentiality obligations no less restrictive than those contained in this Agreement.
 - 3.6** Take all reasonable precautions and security measures to prevent unauthorised access, disclosure, copying, or misuse of Confidential Information.
 - 3.7** Immediately notify the BCID in writing of any suspected or actual unauthorised disclosure, loss, or compromise of Confidential Information.
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4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations contained in this Agreement shall not apply to information that:

- 4.1** Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
 - 4.2** Was lawfully obtained by the Receiving Party from a third party without restriction and without breach of confidentiality obligations;
 - 4.3** Was independently developed by the Receiving Party without reference to the Confidential Information;
 - 4.4** Is required to be disclosed by law, court order, or governmental authority, provided that the Receiving Party gives the BCID prompt written notice of such requirement where legally permissible.
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5. OWNERSHIP OF INFORMATION

All Confidential Information disclosed under this Agreement shall remain the exclusive property of the BCID.

Nothing in this Agreement shall be construed as granting the Receiving Party any rights, license, or ownership interest in the Confidential Information.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon written request by the BCID, or upon completion or termination of the proposal process or related services, the Receiving Party shall:

- Return all Confidential Information to the BCID; or
- Permanently destroy all Confidential Information in its possession, including electronic copies,

and confirm such destruction in writing if requested by the BCID.

7. TERM

This Agreement shall commence on the date of signature and the obligations of confidentiality shall remain in force for a period of five (5) years from the date of disclosure of the Confidential Information.

8. BREACH

The Receiving Party acknowledges that unauthorised disclosure of Confidential Information may cause irreparable harm to the BCID and public safety operations.

The BCID shall therefore be entitled to seek appropriate legal remedies, including injunctive relief, damages, or any other remedies available under South African law.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Any disputes arising from this Agreement shall fall within the jurisdiction of the courts of South Africa.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning confidentiality relating to the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral.

Any amendments to this Agreement must be in writing and signed by both parties.

SIGNATURES

FOR THE BLACKHEATH CITY IMPROVEMENT DISTRICT NPC

Name:

Brendan van der Merwe

Capacity:

Signature:

Date:

FOR THE RECEIVING PARTY

Company Name:

Name of Authorised Representative:

Capacity:

Signature:

Date:
