



The Standard Transfer Specification Association (STS)

PO Box 868 FERNDALE 2160 Tel (011) 061 5000 Fax 086 688 7005
 E-mail sts@vdw.co.za Web www.sts.org.za

Interim non-Disclosure Agreement

Details of the Member	
Full Name	_____
<i>ID number or Company/CC registration number</i>	_____
<i>Contact Person</i>	_____
<i>Physical Address</i>	_____

<i>Postal Address</i>	_____

<i>Telephone Number/s</i>	_____
<i>Fax Number/s</i>	_____
<i>e-mail</i>	_____
<i>fax</i>	_____
<i>e-mail</i>	_____

Admission Period	
<i>from:</i>	_____
<i>to:</i>	_____

1. Introduction

- 1.1. The STS Association wishes to submit the confidential tables (the “STS Tables”) forming part of the Standard Transfer Specification (the “STS”) to the Member pending the finalisation of the procedures for the admission of the Member to membership of the STS Association.

Board Members

Directors: Chairma n DM Taylor; FG Puc ci; AC Stoner; SJ van den Berg; DML van Rooi; D Ellerman; A Firmansjah
 Incorporated Association not for gain -1995/008 496/08

- 1.2. As part of the procedures for the admission of the Member to membership of the STS Association, the Member will be required to sign the STS Association Membership Agreement which agreement, when concluded, will supersede this Agreement. Pending such finalisation, the provisions of this Agreement will govern the manner in which the Member is entitled to use the STS Tables.

2. Obligations of the Parties

- 2.1. The Member will be entitled to use and exploit the STS Tables in the manner determined in the STS for the duration of the Admission Period and any extension thereof agreed upon in writing by the STS Association.
- 2.2. Thereafter, unless the Member is admitted as a member of the STS Association, the Member will cease to make any use whatsoever of the STS Tables and it will cease to have any right to permit any other person to make any use of the STS Tables.
- 2.3. The Member will receive and maintain the STS Tables in the strictest confidence and will not deal with the STS Tables other than in the manner permitted in this Agreement nor disclose the STS Tables to a third party nor use any proprietary information of the STS Association for the benefit of any person other than the STS Association, unless such disclosure or use has been specifically authorised in writing by the STS Association.
- 2.4. The Member will not copy, adapt or use the STS Tables for any purpose other than the use of the STS Tables in terms of this Agreement.\
- 2.5. The STS Association will deliver the STS Tables to the Member and take redelivery of the STS Tables in the manner determined by the STS from time to time.
- 2.6. The Member will take all reasonable measures to avoid loss of or damage to the STS Tables and the Member accepts responsibility for the safe arrival, handling and return of the STS Tables.
- 2.7. The Member's obligation of non-disclosure under this Agreement will endure indefinitely.

3. Ownership of the STS Tables

- 3.1. The Member agrees that the STS Tables are and will be the exclusive property of the STS Association and, should the STS Association request the return of the STS Tables at any time, the Member will immediately return the STS Tables to the STS Association.
- 3.2. All improvements, modifications or additions ("Improvements") to the STS Tables, whether made by the STS Association or not, will form part of the STS Tables and ownership of the intellectual property rights that may arise in future in Improvements, are and will be the exclusive property of the STS Association. This Agreement serves as an automatic assignment, by the Member, of all intellectual property rights in Improvements and will be effective as soon as any intellectual property rights or any other rights come into existence in respect of Improvements.
The Member will not receive any remuneration in respect of this assignment, unless the STS Association agrees thereto in writing. Notwithstanding any such assignment, the Member will, if requested to do so, execute or assist the STS Association in executing all documents required to confirm the vesting of such rights in the STS Association.

Board Members

4. Miscellaneous provisions

- 4.1. This Agreement will be governed by and construed according to the law of South Africa.
- 4.2. This Agreement constitutes the whole agreement between the Parties regarding its subject matter and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
- 4.3. No agreement varying, adding to, deleting from or cancelling this Agreement and no waiver of any right under this Agreement will be effective unless reduced to writing and signed by or on behalf of the Parties. No relaxation by any Party of any of its rights in terms of this Agreement at any time will prejudice or be a waiver of its rights (unless it is a written waiver) and it will be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 4.4. The provisions of this Agreement will govern and take precedence over the provisions contained in any order, invoice, statement or any standard terms of supply of the Member.
- 4.5. Any dispute arising from or in connection with this Agreement or its cancellation will be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

Signed at _____ on _____

**for the Member, who warrants his/her
authority**

Witness

Signed at _____ on _____

**for the STS Association,
who warrants his/her
authority**

Witness

Board Members