



***CANDIDATE NON-DISCLOSURE AGREEMENT (NDA)***

*Version: 14.015*



## Parties to agreement

This agreement is between: Hadwin Jones International Ltd (hereafter called "Hadwin Jones")

And: \_\_\_\_\_ (a natural person, hereafter called "The Candidate")

## Introduction

The Candidate is interested in Hadwin Jones representing them to selected clients that may be interested in engaging The Candidate in some capacity. Hadwin Jones is interested in representing The Candidate.

In order for this representation to take place, Hadwin Jones and The Candidate need to share certain confidential information, and both parties to this agreement need to be assured by the other that such confidentiality will be respected.

Hadwin Jones have substantial commercial investment in the marketplace, in people, systems, branding, advertising,

relationships, and market intelligence. As such, Hadwin Jones need to be assured that The Candidate will not engage in any activity to circumvent the commercial arrangements between Hadwin Jones and their clients.

This agreement binds both parties to keep each other's information confidential in perpetuity, and ensure such information they share is only used for the purpose for which it was shared. It also binds both parties to respect the commercial aspects of the process that ensure the client pays Hadwin Jones for the services they provide. The services are free to The Candidate.

## Duration of this agreement

This agreement lasts from when it is signed by both parties until it is terminated in accordance with the termination clause included later in this agreement. This agreement also defines some conditions and obligations that remain in effect in perpetuity.

Both Hadwin Jones and The Candidate acknowledge that

The Candidate is likely to enter into other agreements with both Hadwin Jones and or third parties, as or when a client agrees to engage The Candidate.

Both parties agree that no additional contract they enter will negate their obligations under this agreement.

## Confidential information

The words "Confidential Information" are used within this agreement, to mean all shared confidential information

supplied by either party to the other that is not in the public domain.



## Sharing of confidential information

The Candidate agrees that they will not share any Hadwin Jones Confidential Information, documents, business practices, or any other matters they learn from Hadwin Jones or their clients with anyone outside of Hadwin Jones.

Hadwin Jones will only share Confidential Information belonging to The Candidate with Hadwin Jones clients that The Candidate has specifically agreed to be presented to, and only for the purpose of the Hadwin Jones client considering The Candidate's suitability for a position.

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## Usage of confidential information

Hadwin Jones and The Candidate both agree to only use the Confidential Information shared under this agreement for the purpose that the information was made available.

Hadwin Jones agrees that The Candidate is sharing confidential information about themselves under this agreement to assist Hadwin Jones identify work

opportunities for The Candidate and attempt to successfully engage The Candidate in those work opportunities.

The Candidate agrees that Hadwin Jones is sharing confidential information with them to assist them present themselves to Hadwin Jones clients in the pursuit of the specific opportunities Hadwin Jones is pursuing for them.

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## Copying of confidential information

Hadwin Jones will copy all information supplied by The Candidate into the Hadwin Jones candidate database for the purpose of sharing that information with candidate approved clients that may consider The Candidate for a role.

Hadwin Jones will hold this information on file for the purpose of advising The Candidate should future opportunities arise that The Candidate may be interested in.

The Candidate agrees to notify Hadwin Jones in writing

should they no longer be interested in hearing about relevant vacancies. In response to being told this, Hadwin Jones will flag The Candidate's record that they are no longer to be advised of future opportunities. Hadwin Jones must retain a copy of all candidate information that has been forwarded to their clients within their audit trail archive regardless of whether The Candidate wants future notice of opportunities.

The Candidate agrees not to make any copies of confidential information supplied to them by Hadwin Jones.

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## Retaining of confidential information

The Candidate agrees to return to Hadwin Jones all confidential information, Hadwin Jones documentation, and

any other Hadwin Jones assets in their possession should they cease to actively pursue work through Hadwin Jones.





## Duty of disclosure

The Candidate acknowledges that both Hadwin Jones and their clients will make commercial decisions, with associated costs, based on the assumption that The Candidate is always being honest and truthful in all their dealings with Hadwin Jones, their employees, and their clients.

The Candidate agrees to be totally honest with Hadwin Jones and their clients. The Candidate specifically agrees that they will not make any false statements about their employment history, their achievements, their qualifications, certifications, or their relationships with anyone they suggest could provide a reference to their suitability for the work they wish to become engaged in.

The Candidate also agrees that after every interview, phone call, meeting, or any such interaction The Candidate has with a Hadwin Jones client, that The Candidate will make immediate contact with Hadwin Jones and relate the content of the meeting. The Candidate agrees that they will immediately communicate by phone the details of any offer made to them by a Hadwin Jones client AND supply a full copy of the offer to Hadwin Jones by the end of the business day.

The Candidate acknowledges that clients move extremely quickly when they are ready to make an offer and may be dealing with many equally acceptable candidates for the same job.



## No ability to bind other party

Both The Candidate and Hadwin Jones agree that this agreement gives neither party the right to commit the other party to any other agreement. The Candidate agrees that they will not, on the basis of this agreement, purport

to have the right to commit Hadwin Jones to any other agreement, and Hadwin Jones agrees not to purport to have the right to commit The Candidate to any other agreement.

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## Candidate representation

The Candidate agrees that Hadwin Jones can represent them to Hadwin Jones clients with respect to finding The Candidate permanent, temporary, or contract work.

Hadwin Jones agrees to seek The Candidate's approval before presenting The Candidate to each specific client that may be interested in them.

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Hadwin Jones agrees that before they present The Candidate to any client, that they will discuss the client with them providing, to the best of their ability, details of the client's requirement, their organisational culture, and their workplace expectations.

## Non-circumvention

Hadwin Jones and The Candidate agree that the purpose of their relationship is to facilitate Hadwin Jones matching The Candidate's abilities with the requirements of Hadwin Jones clients. The Candidate acknowledges that this service is free to candidates but that clients pay Hadwin Jones for their services.

The Candidate agrees not to engage in any activity, neither of their own volition nor in collusion or compliance with any other party, to circumvent the commercial arrangements between Hadwin Jones and their clients.

The Candidate agrees not to enter into any employment related discussions with any organisation that Hadwin Jones have introduced them to for a period of twelve months from the last time Hadwin Jones represented them to the organisation, unless that discussion is arranged through Hadwin Jones.

The Candidate also agrees that should any Hadwin

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Jones client, that Hadwin Jones has introduced them to, approach The Candidate (other than through Hadwin Jones) within twelve months of being represented to the client by Hadwin Jones, that The Candidate will tell the client to deal with Hadwin Jones and immediately notify Hadwin Jones that this has happened.

The Candidate agrees that they will not discuss any commercial aspects of a job offer, including salary, directly with a client, and that should a client attempt to initiate such a discussion with The Candidate, that the Candidate will instruct the client to have that discussion directly with Hadwin Jones.

The Candidate understands that if they do actively attempt to circumvent or subvert the commercial relationship between Hadwin Jones and the client, that Hadwin Jones will seek legal remedy both jointly and severally of The Candidate and the client.



## Exclusivity of introduction

The Candidate agrees that should a client that Hadwin Jones have introduced them to, refer The Candidate to a work opportunity in another company, that The Candidate will immediately notify Hadwin Jones and let Hadwin Jones approach the said company.

The Candidate understands that were they to directly approach another company on the recommendation of a Hadwin Jones client that this would be considered an active attempt to circumvent or subvert the commercial relationship between Hadwin Jones and their clients.

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## Background checking

The Candidate acknowledges that Hadwin Jones will make reasonable efforts on behalf of its clients to verify the background of The Candidate with respect to their suitability for any roles they might be interested in. These checks may include intensive analysis of any legally permissible means.

agents, employees, and their clients, to contact any person The Candidate names as a reference, and solicit that person's opinions on The Candidate.

The Candidate gives permission for Hadwin Jones to share this information with any client The Candidate has been represented to.

The Candidate grants permission to Hadwin Jones, their



## External agency checks

Many Hadwin Jones clients require specific checks to be done as part of their standard hiring procedure. Commonly requested tests are listed in the following table. The Candidate must select either AGREE or DISAGREE to indicate their willingness, or lack of willingness, to undergo each of the listed tests.

If The Candidate selects AGREE, then they give Hadwin

Jones and their client the right to organise and conduct the respective test, and for a copy of the results to be sent directly to Hadwin Jones and or the client.

If The Candidate selects DISAGREE then they are NOT giving their permission for the respective test, and acknowledge Hadwin Jones will not present The Candidate to clients that are likely to require the test.

TEST	ENTER AGREE OR DISAGREE	SIGNATURE
Psychometric Assessment		
Aptitude Assessment		
Medical Testing		
Drug Testing		
Credit Checks		
Police Check		
Security Check		
Confirmation of Education Qualifications		
Confirmation of Past Employment Verification		

## Mutual respect

The Candidate and Hadwin Jones both agree to treat each others reputations with mutual respect. Both parties agree that they will not do anything in the marketplace to damage the reputation of the other party.

When The Candidate is presented by Hadwin Jones to

one of their clients, the client will see The Candidate as a representative of the Hadwin Jones brand. The Candidate agrees to behave professionally and in a manner that enhances the Hadwin Jones brand whenever they are being presented by Hadwin Jones.





## Outsourced contract administration

Hadwin Jones works with their clients to identify opportunities for Hadwin Jones candidates. The client defines their requirement both in terms of what they want done, and how they wish to engage the resource they choose to utilise. This means that if The Candidate is offered an opportunity by a Hadwin Jones client, that offer may relate to full-time employment, temporary-work, or for contract-work. What the client chooses to offer is always up to the client. What The Candidate chooses to accept is always up to The Candidate.

Where Hadwin Jones places candidates into contractual roles, Hadwin Jones outsources the administration of contracts (and the related insurance, health and safety compliance disciplines, time management, payments, etc) to the local CXC Global branch (<https://www.cxcglobal.com>) who specialise in providing this administration service. This results in any contractual offer of work from a

Hadwin Jones client to a Hadwin Jones candidate being effected as an offer from CXC Global to The Candidate. An offer of contract work administrated by CXC Global is documented as two contracts. The first relates to general terms of business between The Candidate and CXC Global. The second contract is a three way agreement between The Candidate, CXC Global, and the Hadwin Jones client.

You are not being asked to sign any CXC Global contracts now. This information is included here simply to ensure you are aware of how Hadwin Jones administrates contract work. Should a Hadwin Jones client consider you for contract work, Hadwin Jones will make blank copies of both of these contracts available to you well in advance for you to consider and seek advice on should you wish to pursue the opportunity.

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## Termination of this agreement

If either party wishes to terminate this agreement, they must give notice in writing to the other party thirty days in advance of the required termination date.

All clauses in this agreement relating to the confidentiality of information will remain in effect in perpetuity irrespective

of this agreement being terminated.

All clauses in this agreement that contain durations will remain in effect for the agreed duration irrespective of this agreement being terminated.

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## Disputes resolution

Any dispute arising out of this agreement may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances.

The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

Should any dispute be unable to be settled by mediation, it will be settled in the courts under the laws of New Zealand, unless both parties agree to some alternative process.



## Signature panel

This agreement is signed by:

The Candidate in their capacity as a natural person:

(Name) \_\_\_\_\_

Signed:

(Signature) \_\_\_\_\_

Date:

(Date Signed) \_\_\_\_\_

This agreement is signed for Hadwin Jones:

Authorised representative of Hadwin Jones:

(Name) \_\_\_\_\_

Signed:

(Signature) \_\_\_\_\_

Date:

(Date Signed) \_\_\_\_\_





***HADWINJONES***

**hadwinjones.com**

**HMAN500070**