

# CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") between \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Recipient").

## I. RECITALS

WHEREAS, Company possesses valuable information, data, and know-how relating to, among other things, **[summary description of the information to be disclosed]** (as defined below, "Confidential Information");

WHEREAS, Recipient is interested in receiving such Confidential Information to evaluate the desirability of entering into a business and research relationship with the Company; and

WHEREAS, Recipient acknowledges that the Company has invested substantial funds and effort in developing the Confidential Information.

## II. AGREEMENT

NOW, THEREFORE, the Company and Recipient agree as follows:

### 1. Purpose

The Company and Recipient wish to explore a business opportunity of mutual interest and in connection with this opportunity, the Company may disclose to the Recipient certain confidential technical and business information that the Company desires the Recipient to treat as confidential.

### 2. Confidential Information

"Confidential Information" means any information (including combinations of individual items of information) disclosed by the Company to the Recipient, including any information disclosed before the Effective Date, whether in writing, orally, or by inspection of tangible objects, whether or not designated as "confidential" at the time of disclosure.

*[OPTIONAL: Without limiting the foregoing, Confidential Information shall include the items outlined in the appendix attached hereto.]*

Confidential Information may also include information of a third party that is in the Company's possession and disclosed to the Recipient under this Agreement.

Confidential Information does not include information that the Recipient can establish:

(a) was publicly known and made generally available in the public domain prior to the time of disclosure;

(b) becomes publicly known and made generally available after disclosure through no action or inaction of the Recipient;

(c) is in the possession of the Recipient, without confidentiality obligations, prior to the time of disclosure;

(d) is disclosed to the Recipient by a third party without breaching any obligations of confidentiality; or

(e) is independently developed by the Recipient without the use of or reference to the Company's Confidential Information.

If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide the Company with prompt written notice and assist the Company in seeking a protective order or another appropriate remedy. If the Company waives compliance or does not obtain a protective order, the Recipient will furnish only the portion of Confidential Information that is legally required.

### **3. Non-Use and Non-Disclosure & Non-Solicitation**

The Recipient agrees not to use the Confidential Information for any purpose other than evaluating and discussing the potential business relationship with the Company. The Recipient agrees not to disclose any Confidential Information to third parties or to employees of the Recipient, except to those employees who are required to have the information to evaluate or engage in discussions regarding the potential business relationship.

The Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects embodying the Company's Confidential Information. The Recipient agrees not to solicit or entice any employees, customers, or suppliers of the Company for a period of **[Insert Period Here in Months/Years]** from the date of this Agreement.

### **4. Maintenance of Confidentiality**

The Recipient agrees to take all reasonable measures to protect the secrecy and avoid the disclosure of the Confidential Information, including taking at least the same level of protection as the Recipient uses to protect its own confidential information. Employees of the Recipient who require access to the Confidential Information must first sign a non-use and non-disclosure agreement substantially similar to the provisions of this Agreement. The Recipient shall not make any copies of the Confidential Information unless approved in writing by the Company.

## **5. No Obligation**

Nothing in this Agreement obligates either the Company or the Recipient to proceed with any transaction, and both parties may terminate discussions at any time. Nothing in this Agreement limits the Company's right to disclose or use its own Confidential Information.

## **6. No Warranty**

All Confidential Information is provided "as is". The Company makes no warranties, express or implied, regarding the accuracy, completeness, or performance of the Confidential Information or any infringement of third-party intellectual property rights.

## **7. Return of Materials**

All documents and tangible objects containing or representing Confidential Information must be promptly returned or destroyed upon the Company's request. The Recipient shall not use any ideas or information retained in their memory after returning or destroying the Confidential Information.

## **8. No Licence**

Nothing in this Agreement grants any rights to the Recipient under any of the Company's intellectual property, including patents or copyrights, except as expressly set out in this Agreement.

## **9. Term**

This Agreement shall remain in effect until all Confidential Information becomes publicly known and generally available through no action or inaction of the Recipient.

## **10. Remedies**

The Recipient acknowledges that any breach of this Agreement would cause irreparable harm to the Company. The Company may seek injunctive relief in addition to any other remedies at law.

## **11. Recipient Information.**

The Company does not wish to receive any confidential information from the Recipient. Any ideas, suggestions, or information related to [Insert relevant product/technology] disclosed by the Recipient will be deemed "Feedback", and the Company shall own all rights to such Feedback. The Recipient agrees to assign such rights to the Company.

## **12. Binding Agreement.**

This Agreement shall bind and inure to the benefit of the parties and their successors, but the Recipient may not assign this Agreement without the Company's written consent.

### **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of \_\_\_\_\_ [City].

### **14. Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the Confidential Information and supersedes all prior agreements. Amendments to this Agreement must be in writing and signed by both parties.

### **15. Disclosure of Illegal Acts**

This Agreement shall not restrict the Recipient from disclosing information related to the prevention of serious criminal offences or breaches of law, including workplace harassment, bribery, discrimination, or misconduct.

### **16. Data Protection Compliance**

The Recipient agrees to comply with all applicable data protection laws, including but not limited to the UK General Data Protection Regulation (GDPR), when processing any personal data disclosed as part of the Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

#### COMPANY

By: [Name of Authorised Representative]

Title: [Title of Authorised Representative]

#### RECIPIENT

By: [Name of Authorised Representative]

Title: [Title of Authorised Representative]

**Disclaimer:** This document is intended as a template and does not constitute legal advice. It is important to note that the specific requirements and legal implications of a Confidentiality Agreement can vary depending on individual circumstances and applicable laws. We advise seeking professional legal guidance from a licensed solicitor to ensure that the agreement is tailored to your specific needs and complies with all relevant laws and regulations.