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**NON-DISCLOSURE AGREEMENT**

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**THIS AGREEMENT** is made the            day of

**BETWEEN:**

- (1) <<Name of First Party>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR [of]** <<insert Address>> (“the First Party”) and
- (2) <<Name of Second Party>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR [of]** <<insert Address>> (“the Second Party”)

**WHEREAS:**

- (1) The First Party carries on the business of <<insert description of business>> and wishes to disclose to the Second Party certain Confidential Information (as outlined in Schedule 1) which is confidential to the First Party (such disclosure to be only for the Stated Purposes set out in Schedule 2).
- (2) The Second Party carries on the business of <<insert description of business>> and, further to the First Party’s disclosure, the Second Party shall [be required to] disclose to the First Party certain Confidential Information (as outlined in Schedule 1) which is confidential to the Second Party (such disclosure to be only for the Stated Purposes set out in Schedule 2).
- (3) Both Parties wish to ensure that the Confidential Information is kept confidential and to prevent each other from misusing or further disclosing that information to third parties without authorisation.
- (4) In consideration of the mutual disclosure of Confidential Information hereunder, each Party hereby agrees that it will accept the other Party’s Confidential Information subject to, and in accordance with, the terms of this Agreement, which will accordingly take effect and be binding as a contract.

**IT IS AGREED** as follows:

1. **Definitions and Interpretation**

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“**Confidential Information**” shall have the meaning set out in Clause 2 of this Agreement;

- [“Data Protection Legislation”** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;]
- [“Data Storage Provider”** means a third-party provider of electronic data storage which does so by providing a system for data storage or a data storage service, being only a third party which is agreed upon by the Parties under sub-Clause 4.3.2;]
- “Disclosing Party”** means either Party to this Agreement when disclosing Confidential Information to the other Party;
- [“controller”**  
**“data subject”**  
**“personal data”**  
**“processing”**  
**“processor”** and  
**“appropriate technical and organisational measures”**
- shall have the meanings ascribed thereto in the Data Protection Legislation;]
- “Intellectual Property Rights”** means (a) any and all rights (whether or not registered or registrable) subsisting in any jurisdiction in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, copyrights, database rights, know-how, trade and other secrets, rights in designs, and inventions;  
(b) rights under licences, consents, orders, statutes, or otherwise in relation to a right in paragraph (a);  
(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and  
(d) the right to sue for past infringements of any of the foregoing rights;
- [“Processed Personal Data”** means the personal data described in sub-Clause 8.1 and Schedule 3 which is to be disclosed by [the First Party] **OR** [the Second Party] **OR** [each Party] **to** [the Second Party] **OR** [the First Party] **OR** [the other Party] under sub-Clause 8.2;]

**“Received Confidential Information”**

means Confidential Information received by either Party in its capacity as a Receiving Party from the other Party in its capacity as a Disclosing Party;

**“Receiving Party”**

means either Party to this Agreement when receiving Confidential Information from the other Party;

**“Representatives”**

means, in relation to either Party, its officers and employees, professional advisers or consultants engaged to advise that Party, contractors or sub-contractors engaged by that Party, and any other person or third party [(including any Data Storage Provider)] to whom the other Party agrees in writing that the Confidential Information may be disclosed; [and]

**[“Shared Personal Data”**

Means the personal data described in sub-Clause 7.1 and Schedule 3 which is to be disclosed by [the First Party] **OR** [the Second Party] **OR** [each Party] to [the Second Party] **OR** [the First Party] **OR** [the other Party] under sub-Clause 7.2; and]

**“Stated Purposes”**

means the purposes set out in Schedule 2 for which the Receiving Party may use the Confidential Information.

2. Unless the context otherwise requires, each reference in this Agreement to:
  1. “writing”, and any similar expression, includes a reference to any communication effected by electronic [or facsimile transmission] or similar means;
  2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  3. “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  4. a Schedule is a schedule to this Agreement; and
  5. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
  6. a "Party" or the "Parties" refer to the parties to this Agreement.
3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
4. Words imparting the singular number shall include the plural and vice versa.
5. References to any gender shall include any other gender.
6. References to persons shall include corporations.

**2. Confidential Information**

1. For the purposes of this Agreement, “Confidential Information” shall be the

information outlined in Schedule 1, any information designated at or before the time of disclosure by the relevant Disclosing Party as confidential, and any other information that falls within the definition as further set out below in this Clause 2. This includes:

1. [the fact that discussions and negotiations are taking place between the Parties concerning the Stated Purposes and the status of such discussions and negotiations;]
  2. [the [existence and] terms of this Agreement;]
  3. any and all confidential or proprietary information relating to:
    - a) the business, customers, clients, or suppliers of either Party;
    - b) the operations, processes, product information, trade secrets, know-how, or technical information of either Party; and
  4. further information, data, analysis, or findings derived from the Confidential Information.
2. The definition of Confidential Information set out above shall apply whether or not the Confidential Information is of a commercially (or other) sensitive nature, and in whatever tangible or intangible form the Confidential Information exists or is communicated.
  3. Information shall not be (or shall cease to be) Confidential Information if and to the extent that any of the exceptions set out in Clause 10 apply.

### 3. **Receiving Parties' Confidentiality Obligations**

1. Each Party has a commercial or other interest in all Confidential Information that it may disclose to the other Party after the Parties enter into this Agreement.
2. Each Receiving Party shall, subject to the provisions of Clause 10, at all times maintain as secret and confidential and shall not disclose, communicate or allow access to, use, exploit, or reproduce any part or the whole of the Received Confidential Information directly or indirectly for any purposes other than the Stated Purposes without the express written consent of the Disclosing Party. Purposes other than the Stated Purposes shall include, but shall not be limited to:
  1. disclosing, whether directly or indirectly, or otherwise making available any part of the Received Confidential Information to any person except as expressly permitted by this Agreement;
  2. copying or otherwise recording any part of the Received Confidential Information except to the extent strictly necessary for the Stated Purposes. Any such copies or records made by the Receiving Party shall be the property of the Disclosing Party;
  3. reproducing (or attempting to reproduce) any part of the Received Confidential Information, or to investigate or uncover otherwise undisclosed aspects of the Received Confidential Information (including, but not limited to, related Confidential Information);
  4. using the Received Confidential Information, whether directly or indirectly, to procure (or attempt to procure) any commercial advantage for the Receiving Party, or a commercial disadvantage to the Disclosing Party;

5. carrying out any processes, making any inventions, further developments, or applications for any registered Intellectual Property Rights from or based upon the Received Confidential Information[;] **OR** [.]
6. [**<<add further unauthorised purposes as required>>**.]
3. Each Receiving Party shall take all reasonable organisational, physical, and technical measures [(including any reasonable measures proposed by the Disclosing Party from time to time)] to preserve the secrecy and confidentiality of the Received Confidential Information.
4. Each Receiving Party shall keep written records of:
  1. any Received Confidential Information received from the Disclosing Party as a document or other tangible form; and
  2. any copies made of any part of the Received Confidential Information.
5. Upon the termination or expiry of this Agreement for any reason, or following the end of the Stated Purposes or, if sooner, on demand by the relevant Disclosing Party, each Receiving Party shall return all Received Confidential Information forthwith to that Disclosing Party [or, at the relevant Disclosing Party's option, destroy or erase the Received Confidential Information,] and shall further provide a certificate to the Disclosing Party certifying that it has complied with the requirements of this sub-Clause 3.5. [Where Received Confidential Information is stored electronically on any system or data storage service provided by a Data Storage Provider, the relevant Receiving Party shall erase the Received Confidential Information or procure that it is erased [to the extent that it is legally and technically possible and reasonably practicable to do so] from such systems and data storage services. If for any reason such erasure is not carried out to any extent, the relevant Receiving Party shall detail in the said certificate the extent of non-erasure in relation to, as the case may be, part or parts or all of the Received Confidential Information and the legal or technical reasons for that non-erasure.]
6. [Sub-Clause 3.5 shall be subject to the limited exception that each Receiving Party may retain one copy of the Received Confidential Information in its <<insert responsible party, e.g., legal advisor, legal department etc>>'s files for the sole purpose of enabling it to continue complying with the provisions of this Agreement that may extend beyond its termination or expiry.]
7. Nothing in this Agreement shall prevent either Party from using mere skills and experience acquired by that Party or any of its Representatives prior to, or in the course of the Stated Purposes.

#### 4. **Storage of Confidential Information**

1. Each Receiving Party shall ensure that the Received Confidential Information is kept only at [its premises at <<insert addresses for each Party>>] **OR** [<<insert location(s)>>] and shall not at any time allow the Received Confidential Information or any part thereof to be removed from [its premises] **OR** [that location] **OR** [those locations].
2. Where Received Confidential Information is held in hardcopy form, it must be stored in a locked cabinet when not in use.
3. Where Received Confidential Information is held electronically:
  1. the Received Confidential Information shall [(subject to sub-Clause 4.3.2)] be stored only on [a local computer or device] **OR** [local computers or devices] at [the relevant Receiving Party's premises at <<insert addresses for each

Party>>] **OR** [<<insert location(s)>>]. The [local computer or device] **OR** [local computers or devices] upon which the Received Confidential Information is stored shall not be externally accessible[.] **OR** [.]

2. [the Received Confidential Information may be stored on a system or data storage service provided by a Data Storage Provider, but only with the prior written consent of the relevant Disclosing Party to the particular Data Storage Provider proposed to the relevant Disclosing Party by the relevant Receiving Party. Each Disclosing Party shall be entitled to withhold such agreement in its absolute discretion, provided that it gives its reasons to the relevant Receiving Party in writing for so doing[.] **OR** [.]
3. [<<insert additional requirements and/or restrictions as required>>.]
4. Each Disclosing Party shall have the right to access and inspect the Receiving Party's storage arrangements for the Received Confidential Information upon not less than <<insert period>> written notice. If a Disclosing Party is not satisfied with any aspect of a Receiving Party's storage arrangements, it shall have the right to request any such reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

## 5. Permitted Disclosure

1. [Subject to sub-Clause 4.3.2, **each**] **OR** [Each] Receiving Party may disclose to its Representatives such of the Received Confidential Information as is reasonably necessary for the Stated Purposes provided that:
  1. it informs such Representatives of the confidential nature of the Received Confidential Information prior to disclosure;
  2. it obtains from such Representatives written undertakings to the Disclosing Party which shall be on [substantially] the same terms as this Agreement and which shall be enforceable by it and are binding upon those Representatives to the same extent as this Agreement is binding upon the Receiving Party; and
  3. it keeps a written record of all Representatives to whom the Received Confidential Information, or any part of it, is disclosed.
2. Each Receiving Party shall be liable for the acts or omissions of such Representatives with respect to the Received Confidential Information as if they were the acts or omissions of that Receiving Party, whether or not that Receiving Party has complied with sub-Clause 5.1.

## 6. Mandatory Disclosure

1. Subject to the provisions of sub-Clause 6.2, each Receiving Party may disclose Received Confidential Information to the extent that such disclosure is required by law, by any court of competent jurisdiction, or by any government agency or other regulatory or taxation authority of competent jurisdiction lawfully requesting such disclosure.
2. Prior to disclosure under sub-Clause 6.1, the relevant Receiving Party shall, to the extent permitted by law, notify the relevant Disclosing Party in writing. If prior notification is not permitted by law, the Receiving Party shall, to the extent permitted by law, inform the Disclosing Party of the disclosure and the circumstances surrounding it as soon as is reasonably possible and practicable after the disclosure has taken place.

## 7. [Disclosure of Personal Data – Personal Data Sharing]

1. The Confidential Information to be disclosed by [the First Party] **OR** [the Second Party] **OR** [both Parties] incorporates certain Shared Personal Data which is to be disclosed by the relevant Disclosing Party to the relevant Receiving Party. Schedule 3 sets out the type[s] of personal data comprising the Shared Personal Data, the [category] **OR** [categories] of data subject to whom it relates, the scope, nature, and purpose of processing to be carried out, and the duration of the sharing and processing.
2. This Clause 7 establishes the framework for the sharing of the Shared Personal Data between the Parties as controllers. The Shared Personal Data shall be disclosed by the relevant Disclosing Party to the relevant Receiving Party only to the extent reasonably necessary for the Stated Purposes.
3. Both Parties shall at all times comply with their obligations as controllers and the rights of data subjects, and all other applicable requirements under the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either Party shall, if not remedied within <<insert period>> of written notice from the other Party, give the other Party grounds to terminate this Agreement with immediate effect.
4. With respect to the sharing of the Shared Personal Data, the relevant Disclosing Party shall ensure that it has in place all required notices and consents in order to enable the transfer of the Shared Personal Data to the relevant Receiving Party.
5. With respect to the sharing of the Shared Personal Data, the relevant Receiving Party shall:
  1. not disclose the Shared Personal Data to any third parties with the exception of its Representatives;
  2. where the relevant Receiving Party appoints a Representative as a processor [(including, but not limited to, a Data Storage Provider appointed under sub-Clause 4.3 for the purpose of storing the Received Confidential Information on a system or data storage service)], that Receiving Party shall enter into a written agreement with that processor which shall comply with the requirements of Article 28(3) of the UK GDPR. That Receiving Party shall remain fully liable for all acts or omissions of any such processor so appointed;
  3. process the Shared Personal Data only to the extent reasonably necessary for the Stated Purposes;
  4. ensure that any of its Representatives to whom the Shared Personal Data is to be disclosed are subject to contractual obligations in relation to data protection (subject to the requirements of sub-Clause 7.5.2, where applicable) and confidentiality that bind those Representatives and that are substantially the same as the obligations imposed upon that Receiving Party by this Agreement;
  5. ensure that it has in place appropriate technical and organisational measures (as set out in Schedule 3), as reviewed and approved by the relevant Disclosing Party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data. Such measures shall be appropriate and proportionate to the potential harm resulting from such events and to the



nature, scope, and context of the Shared Personal Data and processing involved, having regard to the current state of the art in technology and the cost of implementing any such measures; and

6. not transfer any of the Shared Personal Data outside of the UK [or EEA].
6. The Parties shall assist one another in complying with their respective obligations under the Data Protection Legislation. Such assistance shall include, but not be limited to:
  1. providing the other Party with the contact details of its data protection officer and/or at least one other of its suitable Representatives [(that is not a Data Storage Provider)] as a point of contact for all issues relating to the Data Protection Legislation including, but not limited to, compliance, training, and the handling of data breaches;
  2. consulting with the other Party with respect to information and notices provided to data subjects relating to the Shared Personal Data;
  3. informing the other Party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;
  4. not disclosing or otherwise releasing any Shared Personal Data in response to a data subject access request without prior consultation with the other Party, whenever reasonably possible;
  5. assisting the other Party [at its own cost] **OR** [at the cost of the other Party] in responding to any other data subject request;
  6. assisting the other Party [at its own cost] **OR** [at the cost of the other Party] in complying with its obligations under the Data Protection Legislation relating to security, impact assessments, breach notifications, and consultations with the Information Commissioner's Office and any other applicable supervisory authorities or regulators;
  7. notifying the other Party of any breach of the Data Protection Legislation without undue delay;
  8. notifying the other Party of any personal data breach affecting the Shared Personal Data without undue delay;
  9. using compatible technology for the processing of the Shared Personal Data in order to preserve accuracy;
  10. deleting or returning, at the request of the other Party, the Shared Personal Data and any and all copies thereof on the termination or expiry of this Agreement, subject to any legal requirement to retain any applicable personal data; and
  11. maintaining all necessary complete and accurate records and other information to demonstrate compliance with this Clause 7.
7. Each Party shall indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's or its Representatives' or the indemnifying Party's or its Representatives' employees', agents', or sub-contractors' breach of the Data Protection Legislation provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim,

reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.]

## 8. **[Disclosure of Personal Data – Personal Data Processing**

1. The Confidential Information to be disclosed by [the First Party] **OR** [the Second Party] **OR** [both Parties] incorporates certain Processed Personal Data which is to be disclosed by the relevant Disclosing Party to the relevant Receiving Party to be processed by that Receiving Party on the Disclosing Party's behalf for the Stated Purposes. Schedule 3 sets out the type[s] of personal data comprising the Processed Personal Data, the [category] **OR** [categories] of data subject to whom it relates, the scope, nature, and purpose of processing to be carried out, and the duration of the processing.
2. This Clause 8 establishes the framework for the processing of Processed Personal Data by a Receiving Party in its capacity as a processor on behalf of a Disclosing Party in its capacity as a controller. Processed Personal Data shall be disclosed by the relevant Disclosing Party to the relevant Receiving Party only to the extent reasonably necessary for the Stated Purposes.
3. Each Party shall comply at all times with their respective obligations as controller and processor and the rights of data subjects, and all other applicable requirements under the Data Protection Legislation. This Clause 8 is in addition to, and does not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either Party shall, if not remedied within <<insert period>> of written notice from the other Party, give the other Party grounds to terminate this Agreement with immediate effect.
4. Without prejudice to the generality of sub-Clause 8.3, the relevant Disclosing Party shall ensure it has in place all required notices and consents in order to enable the lawful transfer of the Processed Personal Data to the relevant Receiving Party for the duration and purposes of this Agreement.
5. Without prejudice to the generality of sub-Clause 8.3, the relevant Receiving Party shall, with respect to the Processed Personal Data received from the relevant Disclosing Party and the Stated Purposes:
  1. process the Processed Personal Data received from the relevant Disclosing Party only on the written instructions of the relevant Disclosing Party unless the relevant Receiving Party is otherwise required to process that Processed Personal Data by law. The relevant Receiving Party shall promptly notify the relevant Disclosing Party of such processing unless prohibited from doing so by law;
  2. ensure that it has in place appropriate technical and organisational measures (as set out in Schedule 3), as reviewed and approved by the relevant Disclosing Party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Processed Personal Data received from the relevant Disclosing Party. Such measures shall be appropriate and proportionate to the potential harm resulting from such events and to the nature, scope, and context of the Processed Personal Data and processing involved, having regard to the current state of the art in technology and the cost of implementing any such measures;
  3. ensure that any of its Representatives to whom the Processed Personal Data received from the relevant Disclosing Party is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that

- bind those Representatives and that are substantially the same as the obligations imposed upon the relevant Receiving Party by this Agreement;
4. not transfer any of the Processed Personal Data received from the relevant Disclosing Party outside of the UK [or EEA];
  5. assist the relevant Disclosing Party [at its own cost] **OR** [at the cost of that Disclosing Party] in complying with its obligations under the Data Protection Legislation relating to security, impact assessments, breach notifications, and consultations with the Information Commissioner's Office and any other applicable supervisory authorities or regulators;
  6. inform the relevant Disclosing Party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;
  7. not disclose or otherwise release any Processed Personal Data received from the relevant Disclosing Party in response to a data subject access request without prior consultation with that Disclosing Party, whenever reasonably possible;
  8. assist the relevant Disclosing Party [at its own cost] **OR** [at the cost of that Disclosing Party] in responding to any other data subject request;
  9. notify the relevant Disclosing Party of any breach of the Data Protection Legislation without undue delay;
  10. notify the relevant Disclosing Party of any personal data breach affecting the Processed Personal Data received from that Disclosing Party without undue delay;
  11. delete or return, at the request of the relevant Disclosing Party, the Processed Personal Data received from that Disclosing Party and any and all copies thereof on the termination or expiry of this Agreement, subject to any legal requirement to retain any applicable personal data; and
  12. maintain all necessary complete and accurate records and other information to demonstrate compliance with this Clause 8.
6. The relevant Receiving Party shall not sub-contract the processing of the Processed Personal Data received from the relevant Disclosing Party to another processor [(including, but not limited to, a Data Storage Provider appointed under sub-Clause 4.3 for the purpose of storing the Received Confidential Information on a system or data storage service)] [without the prior written consent of that Disclosing Party].
  7. [Where the relevant Disclosing Party consents to the appointment of another processor under sub-Clause 8.6, the relevant Receiving Party shall enter into a written agreement with that processor incorporating terms which are substantially similar to those contained in this Clause 8. The relevant Receiving Party shall remain fully liable for all acts or omissions of any such processor so appointed.]
  8. Either Party may, at any time and on at least <<insert period>> notice, alter this Clause 8, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 8 by attachment to this Agreement.
  9. Each Party shall indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's or its

Representatives' or the indemnifying Party's or its Representatives' employees', agents', or sub-contractors' breach of the Data Protection Legislation provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.]

## 9. **Proprietary Rights**

The Confidential Information and all Intellectual Property Rights subsisting therein shall remain the property of the respective Disclosing Party (or that Party's licensors, as appropriate) and the disclosure of the Confidential Information to the other Party shall not confer upon that Receiving Party any rights whatsoever in any part of the Received Confidential Information.

## 10. **Exceptions to Non-Disclosure and Confidentiality**

The obligations set out in this Agreement relating to Confidential Information shall not apply [(where the same can be proven using documentary evidence produced by the relevant Receiving Party)] to any information that:

1. is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party, and the Receiving Party is free of any other obligations of confidentiality with respect to it;
2. is in, or comes into, other than through any breach of this Agreement or other wrongful act or default of the Receiving Party or its Representatives, general circulation in the public domain;
3. is received by the Receiving Party from a third party free of any obligations of confidentiality similar to those set out in this Agreement, provided such receipt is not of itself a breach of this Agreement [or any similar agreement between that third party and the Disclosing Party];
4. is, prior to disclosure by the Disclosing Party, already in the possession of the Receiving Party having been independently developed by the Receiving Party;
5. is disclosed to a third party by the Disclosing Party free of any obligations of confidentiality similar to those set out in this Agreement;
6. is approved for disclosure in writing by the Disclosing Party;
7. is declared by the Disclosing Party in writing to no longer be confidential;
8. is required to be disclosed by the Receiving Party under the Freedom of Information Act 2000; or
9. is required by law, by any court of competent jurisdiction, or by any government agency lawfully requesting the same to be disclosed provided that the Receiving Party notifies the Disclosing Party in advance of such disclosure. If prior notification is not permitted by law, the Receiving Party shall, to the extent permitted by law, inform the Disclosing Party of the disclosure and the circumstances surrounding it as soon as is reasonably possible and practicable after the disclosure has taken place.

## 11. Term

1. This Agreement shall come into force on <<insert date>>. The obligations of confidentiality set out in this Agreement shall continue [for the duration of the Stated Purposes, which may be terminated by either Party [at any time by giving <<insert period>> written notice] **OR** [in accordance with <<insert reference to contract>>]] **OR** [in accordance with <<insert reference to contract>>] **OR** [for <<insert period>>, which may be shortened or extended by either Party at any time by giving written notice] **OR** [indefinitely]], subject only to the exclusions set out in Clause 10.
2. As fully detailed in sub-Clause 3.5, upon the termination or expiry of this Agreement for any reason, following the end of the Stated Purposes or, if sooner, on demand by the respective Disclosing Party, each Receiving Party shall return the Received Confidential Information to the relevant Disclosing Party [or, at that Disclosing Party's option, destroy or erase the Received Confidential Information,] and shall ensure that no copies thereof are retained [(save for the limited exception allowing one copy to be retained in its <<insert responsible party, e.g. legal advisor, legal department etc>>'s files)].

## 12. Enforcement and Indemnity

1. Both Parties hereby acknowledge that damages alone would not be an adequate remedy for any breach by either Receiving Party of this Agreement.
2. The First Party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance, and other equitable relief for any breach of this Agreement by the Second Party, actual or threatened.
3. In addition to any rights or remedies whether at law or in equity to which the First Party may be entitled, the Second Party hereby agrees to indemnify the First Party against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the First Party arising out of or in connection with the Second Party's or its Representatives' or the Second Party's or its Representatives' employees', agents', or sub-contractors' breach of this Agreement [(including, where applicable, any breaches of the Data Protection Legislation, as set out in sub-Clause [7.7] **OR** [8.9])] provided that the First Party provides the Second Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.
4. The Second Party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance, and other equitable relief for any breach of this Agreement by the First Party, actual or threatened.
5. In addition to any rights or remedies whether at law or in equity to which the Second Party may be entitled, the First Party hereby agrees to indemnify the Second Party against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Second Party arising out of or in connection with the First Party's or its Representatives' or the First Party's or its Representatives' employee's,

agents', or sub-contractors' breach of this Agreement [(including, where applicable, any breaches of the Data Protection Legislation, as set out in sub-Clause [7.7] OR [8.9])] provided that the Second Party provides the First Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.

13. **No Further Obligation**

The Neither Party shall have any obligation either to enter into any further transaction or agreement with the Receiving Party or to provide any, or any particular, information to the Receiving Party.

14. **No Partnership or Agency**

1. Nothing in this Agreement shall establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
2. Each Party hereby confirms that it is acting on its own behalf and not for the benefit of any other person.

15. **Non-Assignment of Agreement**

Neither Party may assign, transfer, sub-contract, or in any other manner make available to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

16. **Entire Agreement**

[Subject to the provisions of <<insert reference to any clause(s) which refer to a separate agreement between the parties>>, this] **OR** [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

17. **Variation**

No variation of or addition to this Agreement shall be effective unless in writing signed by each of the Parties or by a duly authorised person on its behalf.

18. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. **Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, that or those provisions shall be

deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

## 20. Communication

1. All notices under this Agreement shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
2. All notices under this Agreement shall be addressed to the most recent address, [facsimile number,] or email address given in this Agreement or as otherwise notified in writing by either Party to the other from time to time.
3. Notices shall be deemed to have been duly given:
  1. when delivered, if delivered by courier or other messenger during the normal business hours of the recipient [, on signature of a delivery receipt]; or
  2. when sent, if transmitted by [facsimile or] email [and a successful confirmation of receipt or read receipt is generated] during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume; or
  3. at <<insert time, e.g., 9.00 a.m.>> on the second Business Day following mailing [or at the delivery time recorded by the relevant delivery service], if mailed by first-class mail, postage prepaid [or by any other next working day delivery service].
4. For the purposes of this Clause 20, "normal business hours" shall mean <<insert time, e.g., 9.00 a.m.>> to <<insert time, e.g., 5.00 p.m.>>, <<insert days, e.g., Monday to Friday>> on a day that is not a public or bank holiday.

## 21. Third Party Rights

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 22. Law and Jurisdiction

1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the First Party by:

<<Name and Title of person signing for the First Party>>

---

Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the Second Party by:  
<<Name and Title of person signing for the Second Party>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

PRONIMEN



## SCHEDULE 1

### The First Party's Confidential Information

<<Insert outline description and any details of the Confidential Information to be disclosed by the First Party to the Second Party>>

### The Second Party's Confidential Information

<<Insert outline description and any details of the Confidential Information to be disclosed by the Second Party to the First Party>>

## SCHEDULE 2

### The Stated Purposes

<<Insert a detailed statement of the purposes for which the Confidential Information is to be disclosed and the ways in which the Parties may use the Confidential Information in their capacities as Receiving Parties>>

## [SCHEDULE 3

**[1. Personal Data [Sharing] OR [Processing] ([Shared] OR [Processed] Personal Data to be [Shared by the First Party] OR [Processed by the Second Party on behalf of the First Party])**

### Scope

<<Insert description of the scope of the sharing and/or processing to be carried out>>.

### Nature

<<Insert description of the nature of the processing to be carried out>>.

### Purpose

<<Insert description of the purpose(s) for which the sharing and/or processing is to be carried out>>.

### Duration

<<Insert details of the duration of the sharing and/or processing>>.

### 2. Types of Personal Data

<<List the types of personal data to be shared and/or processed>>.

### 3. Categories of Data Subject

<<List the categories of data subject>>.

### 4. Organisational and Technical Data Protection Measures

<<Describe the organisational and technical measures to be implemented>>.]

## AND/OR

**[1. Personal Data [Sharing] OR [Processing] ([Shared] OR [Processed] Personal Data to be [Shared by the Second Party] OR [Processed by the First Party on behalf of the Second Party])**

## Scope

<<Insert description of the scope of the sharing and/or processing to be carried out>>.

## Nature

<<Insert description of the nature of the processing to be carried out>>.

## Purpose

<<Insert description of the purpose(s) for which the sharing and/or processing is to be carried out>>.

## Duration

<<Insert details of the duration of the sharing and/or processing>>.

## 2. Types of Personal Data

<<List the types of personal data to be shared and/or processed>>.

## 3. Categories of Data Subject

<<List the categories of data subject>>.

## 4. Organisational and Technical Data Protection Measures

<<Describe the organisational and technical measures to be implemented>>.]