



Confidentiality Agreement

Agreement Number 1.

THIS AGREEMENT is dated 2. and made between

(1) 3. of 4. (“the Confider”).and

(2) The name of the party in paragraph 1 of the Schedule (“the Confidante”); and

WHEREAS

A. The parties are discussing the matter mentioned or referred to in paragraph 2 of the Schedule (“the Matter”);

B. In order to consider the Matter properly, the Confidante needs to know the information referred to in paragraph 3 (“the Information”);

C. The Information may be communicated [during the interview mentioned in paragraph 4 (“the Interview”)]* [and or contained in the documents (which term includes emails, word processing files photographs, SMS text messages, photographs, sound recordings regardless of the media) listed in paragraph 5 (“the Documents”)]*;

D. The Confider is unwilling to impart the Information unless the Confidante makes the following acknowledgements and promises;

IT IS AGREED as follows:

1. Confidante’s Acknowledgement and Promise

In consideration of the disclosure by the Confider of the Information to the Confidante at the Interview or in the Documents, the Confidante:

- (1) acknowledges that
 - (a) the Information is confidential;
 - (b) its unauthorized use or disclosure could injure the Confider and/or benefit any party to whom the Information may be imparted; and

¹ It is good practice to assign a unique number to each agreement and to record its provisions in a database, card index or ledger,

² Insert the date upon which the agreement is signed,

³ Insert your full name

⁴ Insert your full postal address

- (c) the Information is disclosed in circumstances giving rise to an obligation of confidence;
- (2) promises that the Confidante will:
 - (a) use the information only for the purposes specified in paragraph 6 (“**the Specified Purposes**”);
 - (b) make only such copies of the Documents as may be specified in paragraph 7 (if any) (“**the Authorized Copies**”);
 - (c) disclose the Information only to such persons (if any) as may be listed in paragraph 8 (“**the Authorized Persons**”);
 - (d) require each of the Authorized Persons to enter a confidentiality agreement with the Confider in identical terms to this agreement before imparting any of the Information to that person(s);
 - (e) use his or her best endeavours to keep the Information secret, including holding any Documents under lock and key or password protected memory in a computer system when not in use;
 - (f) use the Information only for the purpose listed in paragraph 9 (“**the Authorized Use**”)
 - (f) advise the Confider forthwith should he or she have reason to fear that the Information may have been disclosed or used without the Confider’s authority and give evidence and otherwise cooperate with the Confider in any proceedings the Confider may bring against a third party in response to such use or disclosure; and
 - (f) return the Documents, the Authorized Copies and any other copies, notes or extracts that may have been made to the Confidante by such date (if any) as the parties may specify in paragraph 10 (“**the Return Date**”).

2 Release from Undertakings

- (1) Should the Confidante believe that the Information is not confidential or has ceased to be confidential, he or she may notify the Confider of his or her belief and ask the Confider to release him or her from some or all of the above promises.
- (2) Should the Confider refuse the Confidante’s request, he or she may refer the questions whether
 - (a) the Information is confidential and/or
 - (b) the Confider should be released from his or her promises;to arbitration in accordance with clause 4.
- (3) Unless and until the Confider or Arbitrator releases the Confidante from his or her promises, the Confidante shall continue to be bound by them.

3. Choice of Law and Jurisdiction

- (1) This agreement is to be construed and enforced in accordance with the laws of England and Wales.
- (2) The Confidante submits to the jurisdiction of the courts of England and Wales.

(3) If the Confidante is a firm, company or other corporate or collective entity, the person signing this agreement on behalf of the Confidante represents and warrants that he or she is entitled or authorized to bind the Confidante.

4. Arbitration

- (1) Any dispute or difference between the parties shall be referred to arbitration under the NIPC Arbitration Rules.
- (2) Except for orders under clause 4 (3), such arbitration shall take place before a single arbitrator to be agreed by the parties or, in default of agreement, appointed by the Managing Director of NIPC Ltd of the Media Centre, 7 Northumberland Street, Huddersfield, HD1 1RL.
- (3) If a party fears that it will suffer irreparable loss or damage from an act or default of the other (such as the threatened use or disclosure of the Information) such party may:
 - (a) apply to the Managing Director of NIPC Ltd. to appoint an arbitrator to hear an application for an order under s.48 (5) of the Arbitration Act 1996; and
 - (b) apply to such arbitrator for an order under that section.
- (4) An arbitrator appointed pursuant to clause 4 (3) (a) shall follow *mutatis mutandis* the practice of the Chancery interim applications judges in hearing and determining such application.
- (5) Unless the parties agree or the Arbitrator determines otherwise, the Arbitrator will determine the dispute on the documents only and will have power to order to order costs including the arbitrator’s fee and the costs of the arbitration.
- (6) All references to “the Arbitrator” refer to an arbitrator appointed under this clause including an appointment pursuant to clause 4 (3).

Signed by the Confider

.....

Signed by or on behalf of the Confidante

Full Name

Address

.....

Postal Code Telephone

Email Address

Position

Signature

THE SCHEDULE

1. The Confidante

Name

Legal Status (e.g. firm, limited company, sole trader other)

Domicile (e.g. England and Wales, Texas, USA, Irish Republic)

Address

.....

.....

Agent or Representative

Telephone Fax

Email Website

2. The Matter

State the business that is being discussed

.....

3. The Information

Specify the Information to be disclosed (e.g. "old family recipe for chicken curry" or "marketing plan for next year")

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4. The Interview

Date Time

Place

Persons Present

5. The Documents

Any documents including computer files and photos and other media containing the Information

6. Specified Purposes

Purposes for which the Information is to be used

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.....

7. Authorized Copies

Number of copies of the Documents and any notes of the Interview that can be made

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8. Authorized Persons

Persons to whom the Information may be disclosed after they have entered an agreement like this one

Name	Address	Telephone	Fax	Email

9. Authorized Use

Permitted use of the Information

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.....

10. Return Date

Date and time Documents and copies must be returned

Date Time

* Delete if inapplicable