**CONFIDENTIALITY AGREEMENT**

1. **Application:** The parties to this Agreement may share information with each other from time-to-time. This Agreement sets out the terms on which the information is shared.
2. **Meaning of confidential information:** In this Agreement, *Confidential Information* means all information (whether written, verbal or electronic) that is disclosed by one party (*the Owner*) to another party (*the Recipient*). This includes, without limitation:
   1. the identities of the parties to this Agreement;
   2. the operations and strategic plans of the Owner;
   3. the fact that Confidential Information is being made available to the Recipient;
   4. the nature of the Confidential Information; and
   5. derivative works that include or cite the Confidential Information.
3. **Obligation of confidentiality:** The Recipient will keep all Confidential Information in confidence. The Recipient will establish and enforce policies and procedures to ensure that it maintains confidentiality in accordance with this Agreement.
4. **Proper purpose:** The Recipient will only use Confidential Information in connection with the purpose for which it was disclosed.
5. **Disclosure to employees etc.:** The Recipient may disclose Confidential Information to its employees, agents and professional advisers, provided that such recipients are subject to obligations of confidentiality similar to those in this Agreement. To avoid doubt, this includes employment agreements and terms of engagement that include obligations of confidentiality.
6. **Other permitted disclosures:** The Recipient may also disclose Confidential Information if:
   1. the Owner gives express consent to the disclosure; or
   2. the Confidential Information becomes generally known (other than due to breach of this Agreement); or
   3. the Confidential Information is received by the Recipient from a third party who is not under confidentiality obligations; or
   4. the disclosure is required by law.
7. **Return or destruction:** If the Owner requests, the Recipient must return or destroy all copies of the Confidential Information that it holds or controls.
8. **Backups and archive:** The Recipient may keep copies of the Confidential Information that are retained in accordance with the Recipient’s ordinary backup or archive procedures, or where required by law, provided that such copies are not readily accessible in the ordinary course of business. This clause 8 takes precedence over clause 7 (return or destruction).
9. **No warranty:** Neither of us warrants that any information we share will meet the requirements of the other. While we each agree to take due care to ensure that the information we share is complete and correct, neither of us assumes any responsibility or liability under this Agreement for the use of our shared information by the other.
10. **No obligation to disclose:** This Agreement does not create any obligation on either of us to disclose any particular kind or quantity of information to the other.
11. **No partnership:** Each of us is working independently. This Agreement is not intended to create any kind of partnership, joint venture or other business entity between us. Sharing information does not oblige either of us to enter into any further business arrangement.
12. **Costs:** We will each pay our own costs in connection with this Agreement.
13. **Keep informed:** We agree to keep each other informed of any significant matters relating to this Agreement. Notifications may be sent by hand, post, or email.
14. **Force majeure:** Neither of us will be liable for any acts or omissions arising from any cause beyond our reasonable control.
15. **Amendments:** Any change to this Agreement may only be made where both of us agree in writing.
16. **Termination:** Either of us may be terminate this Agreement by giving written notice to the other.
17. **Survival:** The obligations of confidentiality in this Agreement survive its termination.
18. **Mutual warranties:** We each warrant that we have full power and authority to enter into and perform our obligations under this Agreement which, when signed, will constitute binding obligations on each of us.
19. **Disputes:** If we have a dispute regarding this Agreement or the services, we both agree to make good faith efforts to resolve any dispute by negotiation. If we can’t agree, either of us can refer the dispute to arbitration under the {{disputes\_law}}.
20. **Governing law:** This Agreement is governed by {{governing\_law}}.
21. **Counterparts:** This Agreement may be executed in counterparts and both counterparts taken together shall constitute a single instrument. Either of us may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by facsimile or email.

Information Purpose (clause 4):

[insert purpose for disclosure].

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| --- | --- |
|  | *[sign and print name and designation below]* |
| Signed for {{party1}}: |  |
| Name:  Date: |  |
|  |  |
| Signed for {{party2}}:  Name:  Date: |  |