#### UK-COMnda02

# Confidentiality agreement: supplier, contractor or consultant

Between: [name of Discloser]

and

[name of Consultant]

Dated: [date]

This agreement is dated: [date] It is made between: [ABC Ltd] a company registered number [number], registered in England, whose registered office **= = = = = = [ = = = ]** ( **= = = " = = = "**). And [DEF Ltd] a company registered number [number], registered in England, whose These are the terms of the agreement 1. **Definitions** "Confidential Information" means all information about the Discloser: given or received in any medium ■ ■ ■ , ■ ■ of any description, whether recorded or unrecorded; whether - - - - - - - - - - - - - including, without limitation any inventions, processes, systems, methods, formulae, Know-how, intellectual property, designs, research or development activities, future plans and ideas, specifications, computer code, financial data, lists of names or classes of customers or personnel, lists of suppliers, ................... However, Confidential Information shall not include information: that is now or subsequently becomes generally available to the public through no wrongful act or omission of the Consultant

"Know-how"		<ul> <li>in respect of which the Consultant can demonstrate by its written records to have had rightfully in its possession • • • • • • • • • • • • • • • • • • •</li></ul>	
lutou			
inter	pretation		
In this	agreement unless th	e context otherwise requires:	
2.1	a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a   , , , , , , , , , , , , , , , , , ,		
2.2		ny party not to do or omit to do something includes t to allow some	
2.3	the headings to the p	paragraphs and schedules (if any) of	

this agreement is made only in the English language. If there is any

2.

2.4

## 3. Non-disclosure

In con	sideration of disclosure of
3.1	except as provided in this = = = , = = = = = = = = = = = = = = =
3.2	not use the Confidential Information in any way for itself
3.3	before disclosing any Confidential Information to any person:
	3.3.1 obtain the consent of the Discloser;
	3.3.2 obtain the signature of the person approved, to the terms • • •
3.4	accept responsibility and
OR	
3.5	disclose Confidential Information only to people to whom disclosure is essential and will at all • • • • • • • • • • • • • • • • • •
3.6	disclose Confidential Information only to those employees
3.7	not use any name or mark similar
3.8	not use any trade name or
3.9	upon request by the Discloser, promptly deliver to the Discloser or destroy all media

3.10	not disclose Confidential Information to any person
OR	
3.11	The Consultant shall limit access • • • • • • • • • • • • • • • • • •
	[qualification criteria for disclosure]
AND	
	The Consultant accepts responsibility for the acts and omissions ■ ■ ■
Sec	urity of Confidential Information
4.1	The Consultant agrees and undertakes that it will:
	4.1.1 keep all records of
	4.1.2 keep all records only at its address • • • • • • • • • • • • • • • • • •
	;
	4.1.3 use its best endeavours to keep confidential (
	)
4.2	The Consultant agrees • • • • • • • • • • • • • • • • • •
	4.2.1 store, copy, or use the Confidential Information
	4.2.2 remove from its office premises or copy or allow anyone else to

4.

5.	Ownership and warranty		
	5.1	All Confidential Information remains the sole property	
	5.2	If the Consultant has worked in any way on the	
6.	Exc	cluded information	
	The	Consultant has set out in Schedule [1] to this agreement a ■ ■ ■ ■ ■ ■	
	, 		
7.	Une	dertaking not to steal customers and staff	
		Consultant undertakes with the • • • • • • • • • • • • • • • • • • •	
	7.1	solicit or approach any customer of the Discloser;	
	7.2	set up a business or	
	7.3	solicit or employ any employee of the Discloser.	
8.	Publicity / Announcements		
	8.1	No public or press announcement shall be made	

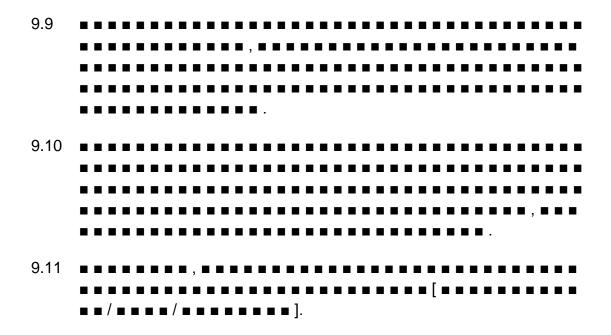
.........................

OR 8.2 No party shall: 8.2.1 make any public announcement; or 8.2.2 disclose any information; or 8.2.3 .............................. ........... .......... 8.3 ............ ................................... .................................... ................................ AND / OR 8.4 ................................... .

#### 9. Miscellaneous matters

9.1 .................................... 9.2 .................................... ................................... ................ ............. 9.3 ............ .................................... ............. ............. .................................... 

9.4	••••••
0.5	
9.5	
9.6	
9.7	
9.8	
	It shall be deemed to have been delivered:
	72
	:



**Signed by** / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement.

OR

```
For, and on behalf of []
print name
For, and on behalf of []
print name

OR
```

OR			
		<del>-</del>	
			• • • • • • • • • • • • • • • • • • • •
OR	r		
]			]

# **Schedule 1: Excluded Information**

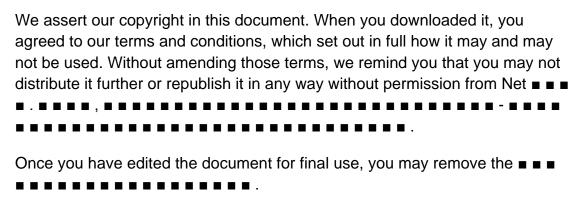
### Schedule 2: Press release

# **Explanatory notes:**

Confidentiality agreement: supplier, contractor or consultant

### **General notes**





#### 2. Document review service

Please contact our support team at <a href="mailto:support@netlawman.co.uk">support@netlawman.co.uk</a> for further information.

# **Paragraph Specific notes**

Notes following the numbered paragraphs

#### 1. Definitions

,,
You have to define what you want someone to be confidential about. Exactly what is it? Beware of defining it too narrowly, particularly ■ ■ ■ ■ ■ ■ ■ ■ ■
The key to the strength of this agreement is the very comprehensive

#### 2. Interpretation

3.	Non-disclosure
	In some cases disclosure must be only to named people and with consent. In other cases it may be expected that the signatory is free to tell essential staff and maybe others but he accepts responsibility for their compliance. There is an important point at 3.3.2. A person asked to sign up to this agreement at a later date may have no
	What are you protecting against? Is it that the other person might embarrass you; or sell your secret; or write your book; or make up your idea into
	■ ■ .
	We have included 3.8 and 3.9 not because they are confidential information (they are probably not) but because if someone intends to steal your customers or suppliers, it is far easier to do
	Not all these provisions will be relevant $\blacksquare \blacksquare \blacksquare$
4.	Security of Confidential Information
	This paragraph drives • • • • • • • • • • • • • • • • • • •
5.	Ownership and warranty
	This provision may not be needed
6.	Excluded information

	substantial • • • • • • • • • • • • • • • • • • •
7.	Undertaking not to steal customers and staff  We have intentionally used a strong word. This is an area of confidentiality not often covered, but
8.	Publicity / announcements  Although this is a confidentiality agreement, there may
9.	Miscellaneous matters  A number of points

**End of notes**