Confidentiality agreement: protect created work

Between: [name of Discloser]

and

[name of Publisher / Distributor]

Dated: [date]

This agreement is dated: [date] It is made between: [name 1] of [address] (the "Discloser") ["Creator" / "Writer" / " = = = " / " = = = " / = $\blacksquare \blacksquare \blacksquare].$ and [ABC Ltd] a company registered number [number], registered in [place], whose registered office is = = = [= = =] (= = = " = = = / = = = "). These are the terms of the agreement 1. **Definitions** "Work" means all of the [music / script / text / code] which ---------"Confidential Information" means all information about the Discloser and the Work, **••••••**: given or received in any medium \blacksquare \blacksquare \blacksquare , \blacksquare · of any description, whether recorded or unrecorded: whether protected by law or not; 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], "Know-how" means scientific or technical information. systems, testing procedures and management methods and other procedures and ways of

2. Interpretation

3.

In this agreement unless the 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	any agreement by any party not to do or omit to do something includes a strict obligation not to allow some
2.3	the headings to the paragraphs and schedules (if any) of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
Non	-disclosure
In con	sideration of disclosure of Confidential • • • • • • • • • • • • • • • • • • •
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 of

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 \blacksquare
3.8	upon request by the Discloser, promptly deliver to the Discloser or destroy all media
3.9	not disclose Confidential Information to any person
OR	
3.10	The Publisher / Distributor shall limit access • • • • • • • • • • • • • • • • • •
	[qualification criteria for disclosure]
AND	
	The Publisher / Distributor accepts responsibility for the acts and omissions

4.	Sec	curity of Confidential Information
	4.1	The Publisher / • • • • • • • • • • • • • • • • • •
		4.1.1 keep all records of •••••;
		4.1.2 use its best endeavours to keep confidential (
	4.2	The Publisher / Distributor
		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 copy • • • • • • • • • • • • • • • • • • •
5.	Ow	nership and warranty
	5.1	All Confidential Information remains the sole property
	5.2	If the Publisher / Distributor has worked in any way on
6.	Exc	cluded information
		Publisher / Distributor has set out in Schedule [1] to this • • • • • • • •

7 .	No	competition
		Publisher / Distributor undertakes with ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	set u	p a business or • • • • • • • • • • • • • ;
8.	Puk	olicity / 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 allow expressly or by default any other person
	8.3	Except, that no party shall be prohibited from making
	AND	/ OR
	8.4	[2],
9.	Mis	cellaneous matters
	9.1	

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For, and on behalf of []
print name
For, and on behalf of []
print name
OR
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OR
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Schedule 1: Excluded Information

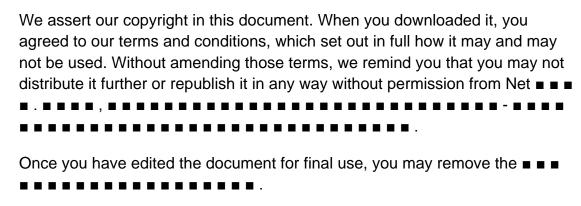
Schedule 2: Press release

Explanatory notes:

Confidentiality agreement: protect created work

General notes





2. Document review service

If you would like our legal team to check your edited version, we

Please contact our support team at support@netlawman.co.uk 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

Leave triese items in place unless triere Leave triese items in place unless triere
Non-disclosure
In some cases disclosure must be only to named people and with consent. In other cases it may be
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 personal interest in doing so. But if that is the case, you have given him nothing of value • • • • • • • • • • • • • • • • • • •
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
Security of Confidential Information
This paragraph drives home aspects of confidentiality.
Ownership and warranty
This provision may not be needed

3.

4.

5.

6.	Excluded information
	If you are dealing in a situation where the other person already has substantial
7.	No competition
	We have intentionally used
	It is a matter • • • • • • • • • • • • • • • • • • •
8.	Publicity / announcements
	Although this is a confidentiality agreement, there may
9.	Miscellaneous matters
	A number of points

End of notes