

## **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” / “ ■ ■ ■ ■ ” / “ ■ ■ ■ ■ ” / ■ ■ ■ ].

and

[ABC Ltd] a company registered number [number], registered in [place], whose registered office is ■■■■ [■■■■] (■■■■ “■■■■ / ■■■■”).

**These are the terms of the agreement**

## 1. Definitions

[illegible]

"Confidential Information" means all information about the Discloser and the Work, ■■■■■■■■■■■■■■■■■■■■ :

- given or received in any medium ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- 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

[illegible][illegible]

## 2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

### 3. Non-disclosure

[illegible]

- [illegible]

3.4 accept responsibility and .....  
.....

OR

3.5 disclose Confidential Information only to people to whom disclosure is essential and will at all [REDACTED]  
[REDACTED], [REDACTED] - [REDACTED]  
[REDACTED]  
[REDACTED].

[illegible]

3.7 not use any 

3.8 upon request by the Discloser, promptly deliver to the Discloser or destroy all media [REDACTED], [REDACTED] [REDACTED].

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. Security of Confidential Information

[illegible][illegible][illegible]

**4.2 The Publisher / Distributor**

[illegible][illegible]

## 5. Ownership and warranty

5.1 All Confidential Information remains the sole property ■■■■■  
 ■■■■■  
 ■■■■■.

[illegible]

## 6. Excluded information

The Publisher / Distributor has set out in Schedule [1] to this

## 7. No competition

The Publisher / Distributor undertakes with \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ [ \_\_\_\_\_ ] \_\_\_\_\_ :

[illegible]

## 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** allow expressly or by default any other person ■■■■■  
■■■■■  
■■■■■.

8.3 Except, that no party shall be prohibited from making . . . . .  
. . . . .  
. . . . .  
. . . . .

AND / OR

[illegible]

## 9. Miscellaneous matters

[illegible]



[illegible]

OR

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For, and on behalf of [ ]

```
print name
```

For, and on behalf of [ ]

```
print name
```

OR

.....  
.....

[illegible]

OR

$\mathbf{A} = \begin{bmatrix} a_{11} & a_{12} & \cdots & a_{1n} \\ a_{21} & a_{22} & \cdots & a_{2n} \\ \vdots & \vdots & \ddots & \vdots \\ a_{m1} & a_{m2} & \cdots & a_{mn} \end{bmatrix}$

OR

[illegible]

## **Schedule 1: Excluded Information**

## **Schedule 2: Press release**

## Explanatory notes:

## Confidentiality agreement: protect created work

## General notes

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## 2. Document review service

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## Paragraph Specific notes

### Notes following the numbered paragraphs

## 1. Definitions

[illegible]

You have to define what you want someone to be confidential about. Exactly what is it? Beware of defining it too narrowly, particularly

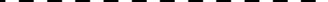
## 2. Interpretation



## 6. Excluded information

[illegible]

## 7. No competition

We have intentionally used  .   , .

[illegible]

## 8. Publicity / announcements

Although this is a confidentiality agreement, there may

-

.

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## 9. Miscellaneous matters

[illegible]

## End of notes