Mutual Confidentiality Agreement

Between: [name 1]

and

[name 2]

Dated: [date]

This	agreement is dated: [date]	
It is r	nade between:	
	Ltd] a company registered r	number [number], registered in England, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
and		
	Ltd] a company registered n	number [number], registered in England, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Thes	e are the terms of the agre	ement
1.	Definitions	
	"Confidential Information"	means all information about the parties • • • • • • • • • • • • • • • • • • •
		 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 Recipient

	 in respect of which the Recipient can demonstrate by its written records to have had rightfully in its possession
	 in respect of which it can be demonstrated by the Recipient's written records to have been independently developed by the Recipient without
	 the Recipient rightfully obtains from a third party who has the
"Discloser"	means either of the parties insofar as that party discloses Confidential Information to the other of them and refers
"Recipient"	means either party insofar as that party receives Confidential Information from the other of them and refers to
"Know-how"	means scientific or technical information, systems, testing procedures and management methods and other procedures and ways of working

2. Interpretation

In this agreement unless the context otherwise requires:

2.1	a reference to a person includes reference to that person's successors, legal representatives,				
2.2	any agreement by any party not to do or omit				

	;
2.3	the headings to the paragraphs $\blacksquare \blacksquare \blacksquare$
	;
2.4	this agreement is made only in the English language. If there is any \blacksquare
Non	-disclosure
In con	sideration of disclosure of Confidential Information
•••	,
3.1	except as provided in this •••, ••••••••
3.2	not use the Confidential Information in any way for itself or
3.3	before disclosing any Confidential Information to any person:
	3.3.1 obtain the consent of the other of them;
	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.

	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 Recipient shall limit access • • • • • • • • • • • • • • • • • •
		[qualification criteria for disclosure]
	AND	
		The signatories to this agreement today accept responsibility for the acts
1 .	Sec	urity of Confidential Information
	4.1	Each of = = = = = = = = = = = = = = = = = = =
		4.1.1 keep all records of •••••;
		4.1.2 keep all records only at its address = = = = = = = (= = = =);

restrict visitors to premises

3.6

		4.1.3 use its best endeavours to keep confidential (
	4.2	Each of the parties
		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
5.	Owr	nership and warranty
	5.1	All Confidential Information remains the sole property
	5.2	If the Recipient has worked in any way on the
	5.3	The Recipient acknowledges that the Discloser has made no express
		or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and
6.	Excl	luded information
0.		

	•••						
7.	No warranty						
	used	rarranty is given with respect to the proprietary information disclosed or under this agreement,					
8.		dertaking not to steal customers and staff					
		party undertakes with the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■					
	8.1	solicit or approach any customer of the other;					
	8.2	set up a business or					
	8.3	solicit or employ any employee of the other.					
9.	Puk	olicity / Announcements					
	9.1						
	OR						
	9.2	No party shall:					
		9.2.1 make any public announcement; or					
		9.2.2 disclose any information; or					
		9.2.3					

	9.3		
	AND .	/ OR	
	9.4	[2],	
10.	Mis	cellaneous matters	
	10.1		
	10.2		
	10.3		
	10.4		
	10.5		

			•••••		• • • • • • •
10.6					
10.7		, .	• • • • • • • •		
10.8					
	It shall be deem	ed to have be	en delivered:		
	■■■■7	2 • • • • •	;		
			24		
					. ■ ■ ■ ■ ,
10.9		• • • • • • • • •		• • • • • • •	
10.10		•••• •••••			
	••••••	•••••	• • • • • • •		

10.11		 ■,■■	 	 		 	
		 	 	 	[==		
	$\blacksquare \blacksquare / \blacksquare$	/	 1 .				

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

OR

Signed by / on behalf of the first named party by its representative who personally accepts liability for the proper authorisation to enter into this agreement and by the second party personally / as a partner in [name of partnership].

For, and on behalf of []			
print name			
For, and on behalf of []			
print name			
OR			
		• • • • • • • • •	• • • • • •
	•	• • • • • • • • • • • • • • • • • • • •	••••
OR			
		[======]-

Schedule 1: Excluded Information

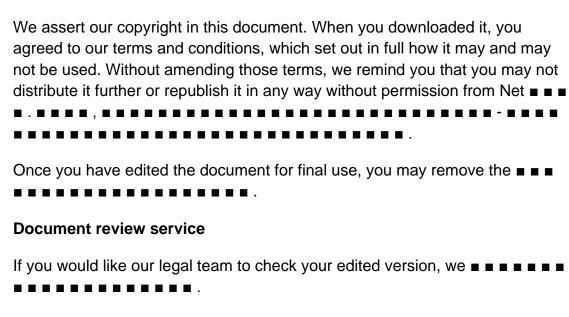
Schedule 2: Press release

Explanatory notes:

Mutual confidentiality agreement

General notes

1	Decognition of	our copyright in	thic document
1.	Recounting of	our copyrium m	uns accumen



Please contact our support team at support@netlawman.co.uk for further information.

Paragraph Specific notes

Notes following the numbered paragraphs

1. Definitions

2.

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
	•••
	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 \blacksquare
	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
4.	Security of Confidential Information
	This paragraph drives home aspects of confidentiality.
5.	Ownership and warranty
	This provision may not be needed
6.	Excluded information

	If you are dealing in a situation where the other person already has substantial
7.	No warranty
	If, following the events, a future deal is done,
8.	Undertaking not to steal customers and staff
	We have intentionally used a strong word. This is an area of confidentiality not often covered, but
9.	Publicity / announcements
	Although this is a confidentiality agreement, there may •••••••••••••••••••••••••••••••••••
10.	Miscellaneous matters
	A number of points

End of notes