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## UNILATERAL CONFIDENTIALITY AGREEMENT

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**THIS AGREEMENT** is made the day of [.....]

**BETWEEN:**

(1) [.....]. (the “**Disclosing Party**”)

(2) [.....]. (the “**Receiving Party**”)

(3) [.....]. (“**Subject**” of this Agreement)

**WHEREAS:**

- (A) As a result of the business relationship between the parties, The Disclosing Party may disclose to the Receiving Party Confidential Information relating to its products, processes and / or commercial activities.
- (B) The Disclosing Party wishes to prevent the disclosure or unauthorised use of its Confidential Information by the Receiving Party.
- (C) The parties have agreed that Confidential Information (as defined below) made available by The Disclosing Party to the Receiving Party shall be kept confidential by the Receiving Party on the terms and conditions set out below.

**IT IS AGREED:**

**1. DEFINITIONS**

1.1 Unless indicated otherwise in this Agreement, the following terms shall have the following meanings:

“Associated Companies”	any subsidiary or holding company, and subsidiaries of such holding company, as “subsidiary” and “holding company” are defined in section 736 of the UK Companies Act 1985;
“Confidential Information”	any information in any form whatsoever emanating, directly or indirectly, from The Disclosing Party or any of his employees or agents, or any of its Associated Companies and including any compilation of otherwise public information in a form not publicly known;
“Intellectual Property Rights”	patents, trade marks, domain names, registered designs, utility models, design rights, topography rights, copyrights, rights in databases, inventions, trade secrets and other confidential information, know-how, business or trade names, get-up and all other intellectual property rights of a similar character in any part of the world and all applications and rights to apply for protection of the same;
“Purpose”	[the conduct of discussions for the development of business opportunities between the parties] [conduct of on-going business relationship between the parties];
“Work Products”	all information, concepts, ideas, inventions, improvements, designs and know how whether

patentable or not which may be conceived, invented or developed in the course of the working relationship between the parties.

## **2. OBLIGATIONS OF CONFIDENTIALITY**

- 2.1 The Receiving Party shall respect and preserve the confidentiality of the Confidential Information from the date of disclosure and shall not use or disclose the Confidential Information in any way other than for the Purpose.
- 2.2 The Receiving Party shall not, without the prior written consent of The Disclosing Party, disclose or reveal Confidential Information to any third party other than an officer or employee of the Receiving Party who is required to receive and consider the Confidential Information for the Permitted Use and who prior to receiving the Confidential Information shall be made aware by the Receiving Party of the obligations of the Receiving Party under this Agreement and shall be required by the Receiving Party to observe the same restrictions in respect of the Confidential Information as are contained in this Agreement.
- 2.3 The Receiving Party shall indemnify and keep indemnified The Disclosing Party against any loss, damage, claims and expenses whether direct or consequential or any nature whatsoever incurred by The Disclosing Party as a result of the unauthorised use or disclosure of the Confidential Information by any of its officers or employees.
- 2.4 The Work Products shall be considered Confidential Information belonging to The Disclosing Party.
- 2.5 The Receiving Party shall not publicly announce or disclose to any third party the existence of this Agreement or its terms and conditions and shall not advertise its association with The Disclosing Party or any The Disclosing Party Associated Companies in any manner.
- 2.6 The Confidential Information remains the property of The Disclosing Party and this Agreement does not vest in the Receiving Party any Intellectual Property Rights in the Confidential Information. The Receiving Party shall, on completion of the Purpose or such earlier date as The Disclosing Party may require, return or destroy any and all materials, which contain Confidential Information and all copies made of them.

## **3. SCOPE OF CONFIDENTIAL INFORMATION**

The obligations contained in this Agreement shall not apply or shall cease to apply to such of the Confidential Information as:

- (a) is publicly known at the time of disclosure or after disclosure becomes publicly known other than through a breach of this Agreement;
- (b) the Receiving Party can show was:

- (i) known to it, other than under a subsisting obligation of confidentiality or restricted use, prior to the disclosure of the information by The Disclosing Party; or
- (ii) developed independently by employees of the Receiving Party who were not aware of the content of the information disclosed by The Disclosing Party; or
- (iii) made available to it by a third party who had a right to do so and who has not imposed any subsisting obligation of confidentiality or restricted use in respect thereof.

**4. ACCURACY OF CONFIDENTIAL INFORMATION**

No representation or warranty is made or given about the accuracy of the Confidential Information or any other information supplied pursuant to this Agreement. The Disclosing Party shall not have any liability to the Receiving Party resulting from the use of the Confidential Information or any other information supplied. In providing the Confidential Information no obligation is undertaken by The Disclosing Party to provide any additional information or to update or correct any inaccuracies, which may become apparent in any of the Confidential Information.

**5. INDEMNITY**

The Receiving Party shall indemnify and hold harmless The Disclosing Party and his Associated Companies from and against all costs, expenses or other liabilities in relation to any action, claim or proceeding brought by a third party as a result of any unauthorised disclosure of any of the Confidential Information.

**6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All Intellectual Property Rights and other rights whatsoever in the Work Products shall be the exclusive property of The Disclosing Party.
- 6.2 The Receiving Party hereby assigns to The Disclosing Party absolutely and free from all encumbrances all existing and future Intellectual Property Rights worldwide in the Work Products and the Receiving Party irrevocably waives, for the benefit of The Disclosing Party, any moral rights arising in relation to any copyright work comprised in the Work Products.
- 6.3 The Receiving Party shall promptly disclose to The Disclosing Party any Work Products which are produced and shall not use the Work Products for its own purposes nor disclose the Work Products to or use them for any third party without the prior written consent of The Disclosing Party.
- 6.4 The Receiving Party shall safeguard The Disclosing Party rights in the Work Products and shall at the request [and cost] of The Disclosing Party assist The Disclosing Party in establishing and protecting such rights, including if necessary doing all such acts and executing all such documents as The Disclosing Party deems necessary for the purpose of establishing and protecting such rights.

**7. GENERAL**

- 7.1 This Agreement shall take effect on the date hereto.
- 7.2 This Agreement may only be modified if such modification is in writing and signed by both parties.
- 7.3 This Agreement contains the entire agreement between the parties in respect of its subject matter and supersedes all previous agreements, arrangements and understandings between the parties in relation to this matter. In entering into this Agreement neither party has relied on any warranty, undertaking or representation otherwise than as expressly set out herein.
- 7.4 This Agreement shall be construed and governed in accordance with the laws of England. The English courts shall have the non-exclusive jurisdiction to determine any question or dispute arising in connection with this Agreement and shall be binding upon the Recipient in the United States and worldwide.

**AS WITNESS**

The hands of the duly authorised representative of the parties on the day and year first written above.

IN CONSIDERATION of the good will exhibited between the following parties they are in Agreement to the aforementioned terms.

DISCLOSING PARTY		RECEIVING PARTY
	Signature	
	Print Name	
	Date	
	Representing	
	Address	
	Address	
	City/State/Zip	
	Country	
	Phone	
	Fax	
	Email	

This Agreement should be signed in duplicate with each party retaining an original document