

PROPRIETARY INFORMATION NDA

THIS AGREEMENT is dated _____, 20____ and made between:

(1) Name: _____
Address: _____, City of _____, State of _____
_____ (“Owner”) and

(2) Name: _____
Address: _____, City of _____, State of _____
_____ (“Recipient”).

WHEREAS

(A) Owner possesses certain Proprietary Information which Owner is willing to disclose to Recipient on the terms set out below

(B) Recipient is willing to accept the Proprietary Information on those terms and to use the Proprietary Information only for the purpose of

(“the Permitted Purpose”).

NOW IT IS AGREED AS FOLLOWS

1. “Confidential Information” means any and all information whether commercial or technical relating to the business of Owner, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as “Confidential” or “Proprietary”, but excluding information which:

1.1 is or comes into the public domain otherwise than by disclosure or default by the Recipient;

1.2 was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or

1.3 was already known to the Recipient as evidenced by written record pre-dating such disclosure.

2. In consideration of Owner disclosing Proprietary Information, the Recipient hereby undertakes for a period of [five] years from the date of this Agreement

2.1 to keep confidential all Proprietary Information that it may acquire in any manner;

2.2 to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the Recipient’s own purposes or benefit;

2.3 not to disclose such Proprietary Information to anybody, except to authorised employees or other agents of the Recipient who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose ;

2.4 to inform everybody to whom it discloses Proprietary Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;

2.5 to keep safe any drawings, documents, samples or materials provided on loan by Owner, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately upon Owner's request and in any event spontaneously when no longer required for the purposes of this Agreement;

2.6 to notify Owner immediately upon becoming aware of any breach of confidence by anybody to whom the Recipient has disclosed the Information and give all necessary assistance in connection with any steps which Owner may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.

3. Nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information are the exclusive property of Owner. The Recipient will not apply for or obtain any intellectual property protection in respect of the Proprietary Information. All intellectual property rights relating to any drawings, documents and work carried out by the Recipient (whether past, present or future) using the Proprietary Information will belong to and will vest in Owner. The Recipient will do all such things and execute all documents necessary to enable Owner to obtain, defend or enforce its rights in such drawings, documents and work.

4. This Agreement is governed by and will be construed in accordance with English law and is subject to the non-exclusive jurisdiction of the English Courts.

For and on behalf of Recipient:

Signed: _____

Name: _____

Position: _____

For and on behalf of Owner:

Signed: _____

Name: _____

Position: _____