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NON-DISCLOSURE AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of First Party>> [a] <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the First Party")
- (2) <<Name of Second Party>> [a] <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Second Party")

WHEREAS:

- (1) The First Party carries on business in <<insert description of business>> and wishes to disclose to the Second Party certain Confidential Information (as outlined in Schedule 1) which is confidential to the First Party (such disclosure to be only for the Stated Purposes set out in Schedule 1).
- (2) The Second Party carries on business in <<insert description of business>> and further to the First Party's disclosure of Confidential Information to the Second Party, the Second Party shall [be required to] disclose to the First Party certain Confidential Information (as outlined in Schedule 1) which is confidential to the Second Party (such disclosure to be only for the Stated Purposes set out in Schedule 2).
- (3) Both Parties wish to ensure that Confidential Information is kept confidential and to prevent each other from disclosing that information to third parties without authorisation.
- (4) In consideration of the mutual disclosure of Confidential Information hereunder, each Party hereby agrees that the terms of this Agreement, which will be subject to, and in accordance with, the provisions of this Agreement, which will accordingly take effect and

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Confidential Information" means Confidential Information having the meaning set out in Clause 2 of

[“Data Protection Legislation”]

“Disclosing Party”

**[“controller”
“data controller”
“data processor”
“data subject”
“personal data”
“processing”
“processor” and
“appropriate technical and
organisational measures”]**

“Intellectual Property Rights”

[“Processed Personal Data”]

“Received Confidential Information”

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able legislation in force from time to time in the United Kingdom applicable to data privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) which forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (as amended); and the Electronic Communications Act 2000 (as amended);

Party to this Agreement when disclosing Confidential Information to the other Party;

meanings ascribed thereto in the Data Protection Legislation;]

and all rights (whether or not registrable) subsisting in any patents, trade marks, service marks, designs, applications (and rights of those rights), trade, business names, internet domain names and addresses, copyrights, database rights, trade secrets and other secrets, rights in inventions; licences, consents, orders, or otherwise in relation to a right in

same or similar effect or nature as paragraphs (a) and (b) which now or have subsisted; and liable for past infringements of any of those rights;

onal data described in sub-Clause 8.1 which is to be disclosed by the Disclosing Party OR [the Second Party] OR [each of the Second Party] OR [the First Party] OR [the Disclosing Party] under sub-Clause 8.2;]

tial Information received by either Party as a Receiving Party from the Disclosing Party in its capacity as a Disclosing Party;

“Receiving Party”

“Representatives”

[“Shared Personal Data”

“Stated Purposes”

1.2 Unless the context of

1.2.1 “writing”, and
communication, includes a reference to any
similar means

1.2.2 a statute or
provision as

1.2.3 “this Agreement
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than t

1.2.6 a “Party” or t

1.3 The headings used
no effect upon the in

1.4 Words imparting the

1.5 References to any g

1.6 References to perso

2. **Confidential Information**

2.1 For the purposes of
information outlined
time of disclosure
other information th
Clause 2. This inclu

Party to this Agreement when
Confidential Information from the other

on to either Party, its officers and
professional advisers or consultants
use that Party, contractors or sub-
sided by that Party, and any other
the other Party agrees in writing
Confidential Information may be

onal data described in sub-Clause
le 3 which is to be disclosed by
OR [the Second Party] OR [each
Second Party] OR [the First Party]
Party] under sub-Clause 7.2;]

poses set out in Schedule 2 for
Receiving Party may use the
information.

reference in this Agreement to:

tion, includes a reference to any
electronic or facsimile transmission or

is a reference to that statute or
at the relevant time;

this Agreement and each of the
mentioned at the relevant time;

Agreement; and

reference to a Clause of this Agreement
graph of the relevant Schedule.

parties to this Agreement.

for convenience only and shall have
no effect upon the in

include the plural and vice versa.

other gender.

tions.

Confidential Information” shall be the
information designated at or before the
Receiving Party as confidential, and any
information as further set out below in this

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2.1.1 [the fact that the Parties are taking place between the Parties for the Stated Purposes and the status of such discussions]

2.1.2 [the [existence of the Agreement];]

2.1.3 any and all Confidential Information relating to:

a) the business, operations, or suppliers of either Party;

b) the confidential information, trade secrets, or other confidential information of either Party; and

2.1.4 further information, or findings derived from the Confidential Information;

2.2 The definition of Confidential Information set out above shall apply whether or not the Confidential Information is commercially (or other) sensitive in nature, and in whatever form the Confidential Information exists or is communicated;

2.3 Information shall not be Confidential Information if and to the extent that any of the exceptions set out in Clause 10 apply.

3. Receiving Parties' Confidentiality

3.1 Each Party has a duty to maintain the confidentiality of Confidential Information that it may disclose to the other Party after the Parties enter into this Agreement.

3.2 Each Receiving Party shall, in accordance with the provisions of Clause 10, at all times maintain as secret and confidential the Confidential Information it has Received Confidential Information and shall not disclose, use, exploit, or reproduce any part of the Confidential Information Received Confidential Information other than the Stated Purposes without the express written consent of the Disclosing Party. Such unauthorised disclosure may include:

3.2.1 disclosing, whether directly or indirectly, or otherwise making available any part of the Confidential Information to any person except as expressly permitted by the Disclosing Party;

3.2.2 copying or otherwise using the Confidential Information Received Confidential Information for purposes other than the Stated Purposes. Any such use shall be the responsibility of the Receiving Party;

3.2.3 reproducing (in whole or in part) any part of the Received Confidential Information to investigate or uncover otherwise undisclosed Confidential Information Received Confidential Information;

3.2.4 using the Confidential Information, whether directly or indirectly, to procure (in whole or in part) any commercial advantage or commercial disadvantage to the Receiving Party;

3.2.5 carrying out any research and development or other activities that may result in the making any inventions, further development of any registered Intellectual Property Rights from the Confidential Information;

3.2.6 <<add further obligations as required>>.

location[s] at which
Information upon no
Party is not satis
arrangements, it sh
to those arrange
described in this Ag

to hold the Received Confidential
Information upon no
written notice. If a Disclosing
of a Receiving Party's storage
test any such reasonable changes
necessary to satisfy the requirements

5. Permitted Disclosure

5.1 Each Receiving Party shall not disclose the Received Confidential Information for any Purpose other than the Purposes provided in this Agreement.

its Representatives such of the
reasonably necessary for the Stated

5.1.1 it informs the Disclosing Party of the confidential nature of the Received Confidential Information prior to disclosure;

of the confidential nature of the
prior to disclosure;

5.1.2 it obtains from the Disclosing Party written undertakings to the effect that the Disclosing Party will disclose the Received Confidential Information to the Receiving Party on the same terms as this Agreement is enforceable by it and are binding upon those to whom the Received Confidential Information is disclosed to the same extent as this Agreement is binding upon the Disclosing Party;

ives written undertakings to the
[substantially] the same terms as
enforceable by it and are binding
same extent as this Agreement is
binding upon the Disclosing Party;

5.1.3 it keeps a written record of the Received Confidential Information to whom the Received Confidential Information is disclosed.

representatives to whom the Received
of it, is disclosed.

5.2 Each Receiving Party shall be liable for the acts or omissions of such of its Representatives with respect to the Received Confidential Information as if they were the acts or omissions of the Receiving Party, whether or not that Receiving Party has knowledge of such acts or omissions at the time of disclosure.

the acts or omissions of such
Received Confidential Information as if
Receiving Party, whether or not that
Receiving Party has knowledge of such acts or omissions at the time of disclosure.

6. Mandatory Disclosure

6.1 Subject to the provisions of this Clause 6, each Receiving Party may disclose the Received Confidential Information only to the extent that such disclosure is required by law, by a government agency or by a taxation authority of competent jurisdiction lawfully exercising its powers.

6.2, each Receiving Party may
only to the extent that such
of competent jurisdiction, or by any
taxation authority of competent
jurisdiction lawfully exercising its powers.

6.2 Prior to disclosure under this Clause 6, the relevant Receiving Party shall, to the extent permitted by law, the relevant Disclosing Party in writing in advance of such disclosure. If disclosure is not permitted by law, the relevant Receiving Party shall, to the extent permitted by law, inform the Disclosing Party of the disclosure and the circumstances surrounding it as soon as is reasonably practical and in any event as soon as the disclosure has taken place.

the relevant Receiving Party shall, to
the relevant Disclosing Party in writing in
advance of such disclosure. If disclosure
is not permitted by law, the
relevant Receiving Party shall, to the
extent permitted by law, inform the
Disclosing Party of the disclosure
and the circumstances surrounding it
as soon as is reasonably practical and
in any event as soon as the disclosure
has taken place.

7. [Disclosure of Personal Data]

Sharing

7.1 The Confidential Information shall be disclosed by [the First Party] OR [the Second Party] OR [the Third Party] to the relevant Disclosing Party to the extent that such disclosure is required by law, by a government agency or by a taxation authority of competent jurisdiction lawfully exercising its powers. The Confidential Information shall be disclosed to the relevant Receiving Party to the extent that such disclosure is required by law, by a government agency or by a taxation authority of competent jurisdiction lawfully exercising its powers. The Confidential Information shall be disclosed to the relevant Receiving Party to the extent that such disclosure is required by law, by a government agency or by a taxation authority of competent jurisdiction lawfully exercising its powers.

ed by [the First Party] OR [the
Second Party] OR [the Third Party]
certain Shared Personal Data
Disclosing Party to the relevant
Receiving Party to the extent that
such disclosure is required by law,
by a government agency or by a
taxation authority of competent
jurisdiction lawfully exercising its
powers. The Confidential Information
shall be disclosed to the relevant
Receiving Party to the extent that
such disclosure is required by law,
by a government agency or by a
taxation authority of competent
jurisdiction lawfully exercising its
powers.

7.2 This Clause 7 shall not apply to the sharing of the Shared Personal Data between the Disclosing Party and the Receiving Party.

not for the sharing of the Shared
Personal Data between the
Disclosing Party and the Receiving
Party. The Shared Personal Data
shall be disclosed to the relevant
Receiving Party to the extent that
such disclosure is required by law,
by a government agency or by a
taxation authority of competent
jurisdiction lawfully exercising its
powers.

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Disclosing Party to the relevant
onably necessary for the Stated

- their obligations as data controllers under applicable requirements under Article 7 is in addition to, and does not diminish, the obligations under the Data Protection Act and Data Protection Legislation by either party. >> of written notice from the other party to terminate this Agreement with

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- 7.6.5 assisting the [Party] in res
- 7.6.6 assisting the [Party] in co
Legislation
notifications,
Office and a
- 7.6.7 notifying the
Legislation v
- 7.6.8 notifying the
Shared Pers
- 7.6.9 using compa
Data in orde
- 7.6.10 deleting or
Personal Da
expiry of this
applicable p
- 7.6.11 maintaining
information t

7.7 Each Party shall in
damages, and loss
consequential loss
reputation, and all
indemnity basis) ar
suffered or incurred
with the indemnify
Protection Legislat
indemnifying Party
the circumstances
with the claim, and
claim.]

8. [Disclosure of Personal Data]

- 8.1 The Confidential In
Second Party] **OR**
Data which is to be
Receiving Party to
Party's behalf for t
personal data com
[categories] of data
of processing to be
- 8.2 This Clause 8 esta
Personal Data by a
behalf of a Disclos
Personal Data sha
relevant Receiving
Stated Purposes.
- 8.3 Each Party shall co
controller and data

cost] **OR** [at the cost of the other
a subject request;

cost] **OR** [at the cost of the other
tions under the Data Protection
impact assessments, breach
the Information Commissioner's
visory authorities or regulators;

breach of the Data Protection

ersonal data breach affecting the
delay;

rocessing of the Shared Personal

t of the other Party, the Shared
ies thereof on the termination or
any legal requirement to retain any

and accurate records and other
ce with this Clause 7.

st all liabilities, costs, expenses,
limited to, any direct, indirect, or
of business opportunity, loss of
legal costs (calculated on a full
professional costs and expenses)
Party arising out of or in connection
'representatives') breach of the Data
indemnified Party provides the
y such claim, full information about
reasonable assistance in dealing
manage, defend, and/or settle the

Processing

ed by [the First Party] **OR** [the
ates certain Processed Personal
nt Disclosing Party to the relevant
Receiving Party on the Disclosing
chedule 3 sets out the type[s] of
Personal Data, the [category] **OR**
es, the scope, nature, and purpose
tion of the processing.

for the processing of Processed
capacity as a data processor on
y as a data controller. Processed
relevant Disclosing Party to the
nt reasonably necessary for the

their respective obligations as data
ts of data subjects, and all other

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Protection Legislation. This Clause shall not remove, or replace either Party's obligation to comply with applicable Protection Legislation. Any material breach of the Protection Legislation by either Party shall, if not remedied within 30 days of the breach, constitute a breach of this Agreement by the other Party, give the other Party the right to terminate this Agreement, and have immediate effect.

- Clause 8.3, the relevant Disclosing notices and consents in order to transfer Personal Data to the relevant parties of this Agreement.

- Clause 8.3, the relevant Receiving Personal Data received from the purposes:

- Data received from the relevant ten instructions of the relevant Receiving Party is otherwise Personal Data by law. The relevant by the relevant Disclosing Party of doing so by law;

- appropriate technical and organisational measures as reviewed and approved by the Data Protection Officer against the unauthorised or unlawful processing of Personal Data or the accidental loss or destruction of, or damage to, Personal Data received from the Data Subject in regard to the state of technological development and the costs of implementing any such measures;

- atives to whom the Processed
relevant Disclosing Party is to be
actual obligations in relation to
at bind those Representatives and
the obligations imposed upon the
ement;

- Personal Data received from the
the UK:

- at its own cost] OR [at the cost of
with its obligations under the Data
curity, impact assessments, breach
the Information Commissioner's
visory authorities or regulators;

- about the receipt of data subject
sonable assistance in complying

- any Processed Personal Data
ing Party in response to a data
consultation with that Disclosing

- at its own cost] **OR** [at the cost of
to any other data subject request;

- ty of any breach of the Data
delay:

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8.5.10 notify the relevant Disclosing Party of any personal data breach affecting the data received from that Disclosing Party without undue delay;

8.5.11 delete or rectify the relevant Disclosing Party, the Processed Personal Data from that Disclosing Party and any copies of that data, upon termination or expiry of this Agreement, and retain any applicable personal data;

8.5.12 maintain all accurate records and other information to comply with this Clause 8.

8.6 The relevant Receiving Party shall subcontract the processing of the Processed Personal Data to the relevant Disclosing Party to a third-party processor with the written consent of that Disclosing Party].

8.7 [Where the relevant Receiving Party appoints to the appointment of a third-party processor under this Agreement, the relevant Receiving Party shall enter into a written agreement with that third-party processor incorporating terms which are substantially the same as the terms contained in this Clause 8. The relevant Receiving Party shall be liable for all acts or omissions of that third-party processor.]

8.8 Either Party may, at any time, upon written notice, alter the terms of this Clause 8, replacing them with similar terms that form part of a data protection certification scheme. Such terms shall apply and replace the existing terms of this Agreement.

8.9 Each Party shall indemnify the other Party, its officers, directors, employees, agents, consultants, and subcontractors, against all liabilities, costs, expenses, damages, and losses, including consequential losses, of any kind, including loss of business opportunity, loss of reputation, and all legal costs (calculated on a full indemnity basis) and professional costs and expenses suffered or incurred by the other Party arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation, provided that the indemnifying Party provides the indemnified Party with such claim, full information about the circumstances of the breach, and reasonable assistance in dealing with the claim, and managing, defending, and/or settling the claim.]

9. Proprietary Rights

The Confidential Information shall remain the property of the Disclosing Party (or that Party's licensors, as appropriate) and the disclosure of Confidential Information shall not confer upon that Party any rights whatsoever in any part of the Confidential Information.

10. Exceptions to Non-Disclosure

The obligations set out in this Clause 10 shall not apply [(where the same can be proven by other relevant Receiving Party)] to Confidential Information shall not be subject to the obligation of non-disclosure if the Confidential Information is necessary for the production of documentary evidence produced by the relevant Receiving Party.

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10.1.1 is already known to the Disclosing Party at the time of its disclosure and the Receiving Party is free of any obligation of confidentiality with respect to it;

10.1.1 is already known to the Disclosing Party at the time of its disclosure and the Receiving Party is free of any obligation of confidentiality with respect to it;

10.1.2 is in, or comes from, a source which is not under the control of the Receiving Party, general circulation in the public domain;

10.1.2 is in, or comes from, a source which is not under the control of the Receiving Party, general circulation in the public domain;

10.1.3 is received by the Receiving Party from a third party free of any obligations or restrictions other than those set out in this Agreement, provided such third party has not breached a similar agreement with the Disclosing Party;

10.1.3 is received by the Receiving Party from a third party free of any obligations or restrictions other than those set out in this Agreement, provided such third party has not breached a similar agreement with the Disclosing Party;

10.1.4 is, prior to disclosure, already in the possession of the Receiving Party or has been independently developed by the Receiving Party;

10.1.4 is, prior to disclosure, already in the possession of the Receiving Party or has been independently developed by the Receiving Party;

10.1.5 is disclosed by the Receiving Party free of any obligations or restrictions other than those set out in this Agreement;

10.1.5 is disclosed by the Receiving Party free of any obligations or restrictions other than those set out in this Agreement;

10.1.6 is approved by the Disclosing Party;

10.1.6 is approved by the Disclosing Party;

10.1.7 is declared by the Receiving Party in writing to no longer be confidential;

10.1.7 is declared by the Receiving Party in writing to no longer be confidential;

10.1.8 is required to be disclosed by the Receiving Party under the Freedom of Information Act 2000;

10.1.8 is required to be disclosed by the Receiving Party under the Freedom of Information Act 2000;

10.1.9 is required to be disclosed by a government body or other public authority provided that disclosure is in the advance of such disclosure;

10.1.9 is required to be disclosed by a competent jurisdiction, or by any authority, provided that disclosure is in the advance of such disclosure;

11. Term

11.1 This Agreement shall remain in force and effect until the confidentiality set out in this Agreement has been disclosed for the Stated Purposes, or until the confidentiality set out in this Agreement is terminated by either Party at any time by giving <<insert period of time>> reference to contract <<insert reference to contract>>] OR [for the duration of the confidentiality set out in this Agreement by either Party at any time by giving <<insert period of time>> reference to contract <<insert reference to contract>>] only to the exclusion of the confidentiality set out in this Agreement;

11.1 This Agreement shall remain in force and effect until the confidentiality set out in this Agreement has been disclosed for the Stated Purposes, or until the confidentiality set out in this Agreement is terminated by either Party at any time by giving <<insert period of time>> reference to contract <<insert reference to contract>>] OR [for the duration of the confidentiality set out in this Agreement by either Party at any time by giving <<insert period of time>> reference to contract <<insert reference to contract>>] only to the exclusion of the confidentiality set out in this Agreement;

11.2 As fully detailed in the Stated Purposes, and in the event of the termination or expiry of this Agreement for any reason, or at the end of the Stated Purposes or, if the confidentiality set out in this Agreement is terminated by either Party, each Receiving Party shall return the Receiving Party's confidential information to the other Party and shall ensure that no copy of the confidential information is made or retained [(save for the limited exception set out in the Stated Purposes)] (insert responsible party, e.g. legal advisor, legal department).

11.2 As fully detailed in the Stated Purposes, and in the event of the termination or expiry of this Agreement for any reason, or at the end of the Stated Purposes or, if the confidentiality set out in this Agreement is terminated by either Party, each Receiving Party shall return the Receiving Party's confidential information to the other Party and shall ensure that no copy of the confidential information is made or retained [(save for the limited exception set out in the Stated Purposes)] (insert responsible party, e.g. legal advisor, legal department).

12. Enforcement and Indemnification

12.1 Both Parties hereby acknowledge that the remedies available at law or in equity are an inadequate remedy for the breach of this Agreement.

12.1 Both Parties hereby acknowledge that the remedies available at law or in equity are an inadequate remedy for the breach of this Agreement.

12.2 The First Party shall be entitled to any and all other rights and remedies which may be available to it in respect of the breach of this Agreement, including the remedies of injunction,

12.2 The First Party shall be entitled to any and all other rights and remedies which may be available to it in respect of the breach of this Agreement, including the remedies of injunction,

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specific performance of the Agreement by the Second Party.

12.3 In addition to any remedies available at law or in equity to which the First Party may be entitled, the First Party agrees to indemnify the First Party against all expenses, damages, and losses (including, but not limited to, direct, or consequential losses, loss of profit, loss of business, loss of reputation, and all interest, penalties, and legal costs on a full indemnity basis) suffered or incurred by the First Party arising out of or in connection with the Second Party's (or its Representatives') breaches of the Data Protection Agreement [8.9]] provided that the First Party gives notice of any such claim, reasonably promptly after becoming aware of the claim, reasonable authority to manage the claim, and the sole authority to manage the claim.

12.4 The Second Party agrees to any and all other rights and remedies which may be available to the remedies of injunction, specific performance, and any other relief for any breach of this Agreement by the First Party.

12.5 In addition to any remedies available at law or in equity to which the Second Party may be entitled, the Second Party agrees to indemnify the Second Party against all expenses, damages, and losses (including, but not limited to, direct, or consequential losses, loss of profit, loss of business, loss of reputation, and all interest, penalties, and legal costs on a full indemnity basis) suffered or incurred by the Second Party arising out of or in connection with the First Party's (or its Representatives') breaches of the Data Protection Agreement [8.9]] provided that the Second Party gives notice of any such claim, reasonably promptly after becoming aware of the claim, reasonable authority to manage the claim, and the sole authority to manage the claim.

13. No Further Obligation

The Neither Party shall have any obligation to enter into any further transaction or agreement with the Receiving Party, or any particular, information to the Receiving Party.

14. No Partnership or Agency

14.1 Nothing in this Agreement shall constitute or be construed as creating any partnership or joint venture between the Parties, or any agency relationship, or any commitments for or on behalf of the other Party.

14.2 Each Party hereby represents and warrants that it is acting on its own behalf and not for the benefit of any other person or entity.

the relief for any breach of this Agreement by the First Party.

er at law or in equity to which the First Party hereby agrees to indemnify the First Party against all expenses, damages, and losses (including, but not limited to, direct, or consequential losses, loss of profit, loss of business, loss of reputation, and all interest, penalties, and legal costs on a full indemnity basis) suffered or incurred by the First Party arising out of or in connection with the Second Party's (or its Representatives') breaches of the Data Protection Agreement [8.9]] provided that the First Party gives notice of any such claim, reasonably promptly after becoming aware of the claim, reasonable authority to manage the claim, and the sole authority to manage the claim.

to any and all other rights and remedies which may be available to the remedies of injunction, specific performance, and any other relief for any breach of this Agreement by the First Party.

er at law or in equity to which the Second Party hereby agrees to indemnify the Second Party against all expenses, damages, and losses (including, but not limited to, direct, or consequential losses, loss of profit, loss of business, loss of reputation, and all interest, penalties, and legal costs on a full indemnity basis) suffered or incurred by the Second Party arising out of or in connection with the First Party's (or its Representatives') breaches of the Data Protection Agreement [8.9]] provided that the Second Party gives notice of any such claim, reasonably promptly after becoming aware of the claim, reasonable authority to manage the claim, and the sole authority to manage the claim.

to enter into any further transaction or agreement with the Receiving Party, or any particular, information to the Receiving Party.

any partnership or joint venture between the Parties, or any agency relationship, or any commitments for or on behalf of the other Party.

on its own behalf and not for the benefit of any other person or entity.

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15. **Non-Assignment of Agreement**

Neither Party may assign, or in any other manner make available to any third party, any rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

, or in any other manner make available to any third party, any rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

16. **Entire Agreement**

This Agreement contains the entire understanding between the Parties with respect to its subject matter and may not be amended or modified by any instrument in writing signed by the duly authorised representative of either Party.

between the Parties with respect to its subject matter and may not be amended or modified by any instrument in writing signed by the duly authorised representative of either Party.

17. **Variation**

No variation of or addition to the terms of this Agreement shall be effective unless in writing signed by each of the Parties or by their duly authorised representatives on its behalf.

shall be effective unless in writing signed by each of the Parties or by their duly authorised representatives on its behalf.

18. **No Waiver**

No failure or delay by either Party to exercise its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

of its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

19. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement and the remainder shall remain enforceable.

or more of the provisions of this Agreement is found to be unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement. The remainder shall remain enforceable.

20. **Communication**

20.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

20.2 Notices shall be deemed to have been duly given:

given:

20.2.1 when delivered by hand to the recipient or by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

by hand to the recipient or by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

20.2.2 when sent, by email or by facsimile transmission, to the email address or facsimile number of the recipient; or

by email or by facsimile transmission, to the email address or facsimile number of the recipient; or

20.2.3 on the fifth business day after the date of posting by ordinary mail to the address of the recipient; or

by ordinary mail, if mailed by national

20.2.4 on the tenth business day after the date of posting by airmail to the address of the recipient; or

by airmail, if mailed by airmail,

20.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number or email address notified to the other Party.

shall be addressed to the most recent address, facsimile number or email address notified to the other Party.

21. **Third Party Rights**

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. **Law and Jurisdiction**

22.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it or its subject matter or the performance hereof or thereof) shall be governed by, and construed in accordance with, the law of England and Wales.

22.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it or its subject matter or the performance hereof or thereof) shall be referred to and determined by the courts of England and Wales.

SIGNED for and on behalf of the F
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the S
<<Name and Title of person signing>>

Authorised Signature

Date: _____

The First Party's Confidential Information

<<Insert outline description and amount of Confidential Information to be disclosed by the First Party to the Second Party

The Second Party's Confidential Information

<<Insert outline description and amount of Confidential Information to be disclosed by the Second Party to the First Party

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The Stated Purposes

<<Insert a detailed statement of the purposes for which the Confidential Information is to be disclosed and the ways in which the Receiving Parties will use the Confidential Information in their capacities as Receiving Parties>>

the Confidential Information is to be disclosed and the ways in which the Receiving Parties will use the Confidential Information in their capacities as Receiving Parties>>

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[1. Personal Data [Sharing] OR to be [Shared by the First Party First Party])

Scope

<<Insert description of the scope of

Nature

<<Insert description of the nature of

Purpose

<<Insert description of the purpose of and/or processing is to be carried out>>.

Duration

<<Insert details of the duration of the

2. Types of Personal Data

<<List the types of personal data to be

3. Categories of Data Subject

<<List the categories of data subject

4. Organisational and Technical

<<Describe the organisational and

AND/OR

[1. Personal Data [Sharing] OR to be [Shared by the Second Party Second Party]

Scope

<<Insert description of the scope of

Nature

<<Insert description of the nature of

Purpose

<<Insert description of the purpose of and/or processing is to be carried out>>.

Duration

<<Insert details of the duration of the

2. Types of Personal Data

<<List the types of personal data to be

3. Categories of Data Subject

<<List the categories of data subject

4. Organisational and Technical

<<Describe the organisational and

OR [Processed] Personal Data the Second Party on behalf of the

processing to be carried out>>.

carried out>>.

and/or processing is to be carried

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e implemented>>.]

OR [Processed] Personal Data the First Party on behalf of the

processing to be carried out>>.

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