

DATE

(1) [ORGANISATION NAME]

(2) [TRANSCRIBER NAME]

CONFIDENTIALITY AGREEMENT

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THIS AGREEMENT is made on

BETWEEN:

- (1) **[ORGANISATION NAME & ADDRESS]** (the “Disclosing Party”); and
- (2) **[TRANSCRIBER NAME & ADDRESS]** (the “Receiving Party”)

WHEREAS:

- (A) The Receiving Party wishes to enter into discussions with the Disclosing Party for the purposes of providing its products and services and requires the Disclosing Party to disclose to the Receiving Party certain information of a confidential nature.
- (B) The Disclosing Party is prepared to disclose certain of its confidential information to the Receiving Party for the Purpose as defined below and the Receiving Party is prepared to undertake to maintain the secrecy of that information and to use it only for the Purpose and on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

“Confidential Information” shall mean all or any part of any information, data or documentation disclosed or communicated by or on behalf of the Disclosing Party or any of its affiliates to the Receiving Party together with all other information which relates to the business, affairs, products, services, developments, trade secrets, personnel, customers and suppliers of the Disclosing Party or any of its affiliates whether in writing, orally, electronically, or by any other means, whether directly or indirectly and whether before or after the date of this Agreement.

“Purpose” shall mean the purpose of deciding whether the Disclosing Party wishes to receive the products and services of the Receiving Party and any resulting contract for the provision of such goods or services

“the Disclosing Party” shall mean [ORGANISATION]

“the Receiving Party” shall mean [TRANSCRIBER].

2. HANDLING OF CONFIDENTIAL INFORMATION

- 2.1 In consideration of the Disclosing Party disclosing to the Receiving Party or consenting to there being disclosed to the Receiving Party after the signing of this Agreement Confidential Information, the Receiving Party hereby agrees as follows:
- 2.1.1 The Receiving Party shall use the Confidential Information solely for the Purpose;
 - 2.1.2 The Receiving Party may disclose such part of the Confidential Information as is necessary for the Purpose to such of its employees and directors as have the need to know the same for the Purpose and whose names have been notified and approved by the Disclosing Party. Upon approval by the Disclosing Party the Receiving Party shall procure that such employees and directors execute written undertakings as to confidentiality in this form and complies with the terms of this Agreement as if he or she were a party to it, on the understanding that the Receiving Party shall be jointly and severally liable with each such persons in respect of such breach of confidentiality that he/she/it may commit ;
 - 2.1.3 The Receiving Party shall at all times maintain the Confidential Information in confidence, keep it secret and not disclose or divulge it, or allow or suffer it to be disclosed or divulged except as expressly permitted in this Agreement or by the Disclosing Party in writing;
 - 2.1.4 Except as expressly permitted in this Agreement, the Receiving Party shall not make any disclosure of the Confidential Information to any person except with the prior written consent of the Disclosing Party;
 - 2.1.5 Save as is required strictly for the Purpose of this Agreement, the Receiving Party shall not copy or otherwise reproduce all or any part of the Confidential Information without the Disclosing Party's prior written consent;
 - 2.1.6 The Receiving Party shall not make otherwise than for the Disclosing Party's benefit any notes, announcements or memoranda relating to the Confidential Information nor shall the Receiving Party without the Disclosing Party's prior written approval use or permit to be used any such notes or memoranda otherwise than for the Disclosing Party's benefit. All such notes and memoranda that the Receiving Party makes or develops shall be the inventor's property and shall be treated as part of the Confidential information;
 - 2.1.7 The Receiving Party shall keep a record of the Confidential Information provided pursuant to this agreement and of the location of such Confidential Information and of any person holding such Confidential Information ;
 - 2.1.8 The Receiving Party shall notify the Disclosing Party promptly if it or any of its employees becomes (or it is reasonably likely that you or they will become) required to disclose or announce any Confidential Information in the circumstances identified in clause 4.1.5 below, as to give the Disclosing Party an opportunity to seek an appropriate remedy to prevent the disclosure or announcement; and so that the Receiving Party shall at its own cost and expense fully co-operate with the Disclosing Party (including if necessary joining in legal proceedings) if the Disclosing Party elect to challenge that requirement; and
 - 2.1.9 The Receiving Party shall forthwith on the Disclosing Party's first written request and without prejudice to the Disclosing Party's rights, return to the Disclosing Party all or such part of the Confidential Information as shall be specified in the request.

- 2.2 Without prejudice to the generality of this clause 2, the Receiving Party shall exercise no lesser degree of care in protecting the Confidential Information than that which it uses to protect its own information of like sensitivity and importance.

3. RESERVED RIGHTS

- 3.1 All rights in the Confidential Information are reserved by the Disclosing Party and no rights other than those expressly granted herein are granted by or to be implied by this Agreement. In particular but without limitation, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright, trade mark, other property right or other right now or in the future held, made, obtained or licensable by the Disclosing Party.

4. EXCEPTIONS

- 4.1 The obligations of confidentiality herein shall not apply to any Confidential Information which the Receiving Party can show (and it shall be for the Receiving Party to show):
- 4.1.1 Was in possession of the Receiving Party without restriction before the date of receipt from the Disclosing Party; or
 - 4.1.2 Is independently developed by any servant, agent or employee of the Receiving Party without access to or use or knowledge of the Confidential Information imparted by the Disclosing Party; or
 - 4.1.3 Is in or subsequently comes into the public domain other than by breach by the Receiving Party of its obligations hereunder or under any other agreement of confidentiality between the parties; or
 - 4.1.4 Is received by the Receiving Party without restriction on disclosure or use, from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 4.1.5 Is required to be disclosed in response to an order of a Court or other governmental body of competent jurisdiction or is required by a regulatory body or is otherwise required by law to be so disclosed.
- 4.2 If any portion of any Confidential Information falls within any of the above exceptions, the remainder shall continue to be subject to the restrictions of this Agreement.

5. TERMINATION

- 5.1 Unless otherwise terminated by the Disclosing Party giving the Receiving Party not less than one month's written notice or by mutual consent in writing, this Agreement shall continue in force for a period of 5 years after the date of signature notwithstanding any subsequent termination of discussions or negotiations between the parties relating to the Purpose.

- 5.2 Upon termination or expiration of this Agreement the Receiving Party shall return all Confidential Information received from the Disclosing Party to the Receiving Party or (at the Disclosing Party's option) shall destroy all such confidential information and provide to the Disclosing Party a certificate of such destruction, signed by a responsible officer of the Receiving Party.

6. NO REPRESENTATIONS OR WARRANTIES

- 6.1 The Receiving Party understands and acknowledges that the Confidential Information does not purport to be comprehensive and that no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Disclosing Party or any of the Disclosing Parties officers, employees, agents, representatives or advisers as to or in relation to the adequacy, accuracy, reliability or completeness of any of the Confidential Information or as to the achievement or reasonableness of any projected financial information, estimates or statements relating to the prospects of the Disclosing Party. Accordingly, the Receiving Party agrees that neither the Disclosing Party nor the Disclosing Parties respective officers, employees, agents, representatives or advisers have any liability to the Receiving Party from the use of Confidential Information by the Receiving Party including liability arising out of negligence or misrepresentation (but not including liability for fraudulent misrepresentation). Each recipient of Confidential Information contemplating participating in the Purpose must make (and will be deemed to have made) its own independent investigation and appraisal of the business, financial conditions, prospects, creditworthiness, status and affairs of the Disclosing Party.

7. OTHER PROVISIONS REGARDING CONFIDENTIAL INFORMATION

- 7.1 In providing the Confidential Information, no undertaking is given by the Disclosing Party to provide the Receiving Party with access to any additional information or to update any information supplied or to correct any inaccuracies therein.
- 7.2 Apart from the limited rights described in this Agreement, the Receiving Party acknowledges that neither it nor any employee who the Disclosing Party has approved to receiving such Confidential Information shall be entitled to any right or licence in respect of the Confidential Information.
- 7.3 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party agrees to indemnify the Disclosing Party for any action, claim, cost, loss, liability, expense or damage the Disclosing Party may suffer or incur from a breach of the terms of this Agreement by the Receiving Party or any of its employees which have the Disclosing Parties approval to look at the Confidential Information. The Receiving Party agrees that the Disclosing Party shall be entitled, in addition to all other remedies available at law or in equity, to equitable relief, including injunctive relief and specific performance from any court of competent jurisdiction, in the event of any breach of the provisions of this Agreement.

8. NOTICES

- 8.1 All notices under this Agreement shall be writing, sent by facsimile, overnight courier or first class post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the working day following the day on which the notice was transmitted or posted as the case may be.

9. THIRD PARTIES

- 9.1 Both parties agree that they do not intend that any terms of this Agreement shall be enforceable by any other person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

10. SEVERABILITY

- 10.1 Each and every undertaking contained herein shall be read as a separate and distinct undertaking and invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the remainder.

11. WAIVER

- 11.1 No waiver by either party of any of its rights hereunder shall be deemed a continuing waiver of any rights hereunder.

12. ASSIGNMENT

- 12.1 The Receiving Party shall not be entitled to assign or transfer this Agreement or any part thereof to any other party.

13. ENTIRE AGREEMENT

- 13.1 This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect.

14. GOVERNING LAW AND JURISDICTION

14.1 Interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

SIGNED by [NAME])
duly authorised for and)
on behalf of)
[ORGANISATION])
) _____

SIGNED by)
duly authorised for and)
on behalf of)
[TRANSCRIBER])
) _____