

Non-Disclosure Agreement

Serial Number

Date

The Schedule

1. You

| | |
|------------------|--|
| Full Name | |
| Postal address | |
| Email | |
| Telephone number | |

2. Your organization

| | |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Name | |
| Description | *Limited company/firm (partnership)/government department/local government/university/other * Delete what is inapplicable |
| Postal address | |
| Email | |
| Telephone number | |

3. The Information

| | |
|-------------|--|
| Description | |
|-------------|--|

4. The Purpose

| | |
|----------------------------------------------|--|
| Why We shall disclose the Information to You | |
|----------------------------------------------|--|

5. The Meeting

| | |
|------|--|
| Date | |
| Time | |

Location

Persons present

6. The Media

Description

Maximum number of copies of the Media

7. Authorized Disclosees

8. Return Date

Date Time

1 Parties

- 1.1 This agreement is made between You and Us.
- 1.2 You are the person whose name and contact information appear in box 1 of the Schedule.
- 1.3 Unless that box is crossed out, You represent the company, firm or other organization whose name and contact information appear in box 2 of the Schedule.
- 1.4 1.4.1. We are¹
- 1.4.2. We are [a private limited company incorporated in England and Wales under the Companies Act 2006 and our company number is]²
- 1.4.2. You can send important documents such as notices, notifications and court proceedings to our company secretary at³
- 1.4.3. You can call our company secretary on +44 (0)..... or email him or her on⁴

2. Interpretation

- 2.1 Unless the context requires some other meaning the following defined expressions have the following meanings:
- “**Authorized Disclosee**” a person named in box 7;
- “**the Court**” means the High Court of Justice of England and Wales including the Intellectual Property Enterprise Court and the Intellectual Property Enterprise Court Small Claims Track;
- “**The Directive**” means Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure;
- “**the Information**” means the information described in box 3;
- “**the Media**” means the digital and human readable materials described in box 6;
- “**the Meeting**” means the meeting described in box 5;
- “**the Purpose**” means the purpose described in box 4;
- “**Return Date**” means the date and time specified in box 8;
- “**the Schedule**” means the schedule to this agreement;
- The pronouns “**We**” and “**Us**” and the possessive adjective “**Our**” refer to the person whose name and contact information appear in clause 1.4.
- 2.2 The word “box” refers to a box in the Schedule.
- 2.3 “Unlawful acquisition”, “unlawful use” and “unlawful disclosure” shall have the same meaning as in art 4 of the Directive.

¹ Insert full name

² Modify as necessary

³ Insert address for service

⁴ Modify as necessary

3. The Information

- 3.1 You acknowledge that the Information::
 - 3.1.1. is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
 - 3.1.2. has commercial value because it is secret; and
 - 3.1.3. has been subject to reasonable steps under the circumstances by Us to keep it secret.
- 3.2 We shall disclose the Information to You for the Purpose.

4. Manner of Disclosure

- 4.1 We shall disclose the Information to You orally*, by delivering the Media to you* or both.*
* Delete what is inapplicable,
- 4.2 We shall disclose the Information to you orally at the Meeting.*
* Delete if inapplicable
- 4.3 We shall deliver the Media to You.*
* Delete in inapplicable

5. Permitted Use

- 5.1 You may use the Information only for the Purpose.
- 5.2 You may disclose the Information only to the Authorized Disclosees.
- 5.3 You may make no more than the maximum number of copies of the Media specified in box 6.
- 5.4 You may make no other use of the Information without Our prior written consent.
- 5.5. You may disclose the Information to no other person.

6. Additional Obligations

- 6.1 You will return the Media (and any and all copies of the Media that You or any of the Authorized Disclosees may have made) to Us at the address in clause 1.4.2 no later than the Return Date.
- 6.2 You will take all reasonable steps to keep the Information secret, which steps shall include but not be limited to:
 - 6.2.1 Not disclosing the Information (or any of it) to any person other than the Authorized Disclosees without our prior written consent;
 - 6.2.2. Keeping papers comprising the Media (or copies thereof) under lock and key at all times when not in use; and
 - 6.2.3. Keeping all digital data comprising the Media (or copies thereof) in password protected files.

- 6.3 You will notify Us forthwith if You become aware of or have reason to believe that the Information or any of it has been unlawfully acquired, used or disclosed.
- 6.4 You will give evidence to the Court and/or produce to Our solicitors and the Court any documents that relate to such unlawful acquisition, use or disclosure in your possession, custody or power.

7. Release from, and Challenges to, this Agreement

- 7.1 If You believe that You are not, should no longer be, or have never been, bound by all or any of the terms of this agreement for any reason You will promptly notify Us to that effect setting out in full the reasons for Your belief and any evidence upon which You rely.
- 7.2 We shall notify You within 7 days of receipt of Your notification under clause 7.1 whether or not We agree with You and if not why not.
- 7.3 You will make no use of the Information other than as permitted under clause 5.1 or disclose the Information otherwise than as permitted under clause 5.2 unless and until
 - 7.3.1 You have notified Us in accordance with clause 7.1; and
 - 7.3.2 We have either notified You that We agree that You are not bound by the term or the time for notifying you under clause 7.2 has expired; or
 - 7.3.3 The Court declares that You are not, never have been or are no longer bound by, or otherwise releases or excuses you from, Your obligations under this agreement.
- 7.4 For the purpose of clauses 7.2 and 7.3.2, the 7 days do not include the date upon which We receive Your notification or the date upon which Our notification in response is given.
- 7.5 All notifications shall be in writing and signed by the party giving the same.

8. Choice of Law and Jurisdictions

- 8.1 You submit irrevocably to the non-exclusive jurisdiction of the Court.
- 8.2 This agreement shall be construed and enforced in accordance with the laws of England and Wales.

Signatures