

CONFIDENTIALITY AGREEMENT



THIS AGREEMENT is effective [] (date)

BETWEEN

[] a company incorporated in England and Wales
(registered no.) whose trading address is:

[]

AND

Wye Valley Associates Ltd a company incorporated in England and Wales (registered no. 3758914) whose trading address is : Unit 8, Dimple Road Business Centre, Dimple Road, Matlock, Derbyshire DE4 3JX.

The above parties intend to disclose certain information to enable both parties to explore the possibility of joint collaboration within IT projects. In consideration for this disclosure, both parties agree to the terms of this Confidentiality Agreement.

1. "Confidential Information" means all information, data or material proprietary to or held by or under the control of either party or of any company which is at any time in the same group of companies of either party and kept secret and confidential by either party and whether or not marked or designated as confidential by either party and in whatever format, including, but not limited to the information describing the Project, business, projects, affairs, clients, data, drawings, know-how, plans, proposals, techniques and methods of either party or their group, or of any client of either party.
2. The Interested Parties will:
 - 2.1 keep the Confidential Information confidential and, without prejudice to the generality of that obligation, will use at least the same effort to protect the Confidential Information as it uses to protect its own confidential information;
 - 2.2 disclose the Confidential Information only to those of its officers, directors and employees who (a) are participating in or supervising the evaluation of the Project or, if the parties decide to proceed with the Project, who are engaged in activities in connection with the Project; and (b) have a genuine need to know the Confidential Information in connection with participating in or supervising the evaluation of the Project;
 - 2.3 only use or make copies of the Confidential Information as are reasonably necessary to evaluate or participate in the Project and not otherwise; and
 - 2.4 keep a written record of all copies of the Confidential Information specifying when and by whom they were taken and to whom they have been sent (if anyone). This record will be available for inspection by either party upon giving 7 days notice in writing;
 - 2.5 procure that those Company Staff individuals to whom the Confidential Information is disclosed comply with all the obligations of this clause as though they were signatories to this agreement;
 - 2.6 Notwithstanding anything to the contrary contained in the Previous Agreement, should the Interested Parties use any subcontractors and/or advisors and/or consultants in the performance of any Project or Projects, to which Confidential Information shall be disclosed, the Interested Parties hereby undertake that such subcontractors, advisors and consultants shall sign non-disclosure and confidentiality agreements with the Interested Parties, reflecting, *mutatis mutandis (Latin :the necessary changes having been made)*, the terms of the Previous Agreement, and that either party shall be a direct beneficiary of such agreements.



- 2.7 promptly notify either party upon learning of any unauthorized disclosure or use of the Confidential Information and will take all steps reasonably requested by the other party to remedy any disclosure or use.
- 2.8 Neither of the Interested Parties will, without the prior written consent of the other, make any public disclosure or disclose to any third party any matters (including the identity of either party) relating to the discussions or any proposed or actual contract between the two parties concerning the Project.
3. The provisions of this Agreement shall not apply to Confidential Information:
 - 3.1 which the Interested Parties can prove to the other with reasonable satisfaction was lawfully in its possession at the time of disclosure by them, free of any obligation of confidence, and was not acquired either directly or indirectly from the other party or any member of their group; or
 - 3.2 which is publicly known (other than due to the act or omission of the Interested Parties or its breach of this Agreement); or
 - 3.3 which the Interested Parties obtains from a third party, free of obligation of confidence, where the third party was entitled to disclose that Confidential Information to the Interested Parties without any restriction.
4. The Interested Parties shall indemnify each other fully against all losses, liabilities, costs (including legal costs) and expenses which the other party may incur as a result of any breach (including a breach arising as a result of negligence) of either the Interested Parties' obligations and undertakings under this Agreement or of any individual to whom the Interested Parties disclose information under this Agreement.
5. The Interested Parties understand that the sensitive nature of the Confidential Information means either party may be caused by irreparable harm for which monetary damages may not be adequate compensation if either of the Interested Parties fail to comply with this Agreement. Accordingly, the Interested Parties agree that either party shall, in addition to all other remedies that it may be entitled to as a matter of law or equity (including damages), be entitled to specific performance, injunctive relief and other form of equitable relief to enforce the provisions of this Agreement.
6. The obligations under this Agreement shall continue indefinitely as regards any item of Confidential Information until it is lawfully in the public domain or otherwise not subject to the provisions of this Agreement.
7. Upon written request made by either party at any time, the other party agrees to promptly return or destroy all or some (as originating party may direct) originals and copies of any of the Confidential Information and shall confirm in writing that this has been done and no other Confidential Information or copies exist under the Interested Parties' care or control.
8. Nothing in this Agreement prevents disclosure of the Confidential Information to any persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information, but the Interested Parties must inform each other of any such disclosure as soon as reasonably possible.



9. This Confidentiality Agreement contains the entire agreement of the parties with respect to its subject matter and may not be modified except by written agreement signed by the parties.
10. No failure to exercise or delay in exercising a right or remedy under this Confidentiality Agreement will constitute a waiver of the right or remedy or a waiver of any other right or remedy.
11. Neither party accepts any responsibility for or make any representations or warranties, express or implied, concerning the accuracy or completeness of any of the Confidential Information and will not be liable for any loss resulting from use of the Confidential Information.
12. Both parties covenant that neither they nor their agent or servants (or any third party at whose site or for whose benefit the Contractor has worked during this assignment or any extensions thereof) will offer their services either directly or indirectly through any company firm or organisation other than either Company where those services have at any time during the past twelve months been offered or supplied by either Company.
13. If any provision of this Confidentiality Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected. Any invalid, illegal or unenforceable provision will be severed and all other provisions continue to take full effect. The parties will agree new terms to give effect, as far as is permitted, to the intentions behind the terms so severed.
14. This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties accept the jurisdiction of the English Courts.

Agreed for and on behalf of [company/client]

Signature

Date

Name

Title

Agreed for and on behalf of Wye Valley Associates

Signature

Date

Name

Title