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**Non-Disclosure Agreement**

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**Approval**

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| **Name** | **Position** | **Signature** | **Date** |
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# Introduction

There are occasions when [Organization Name]needs to share confidential information with other parties. This may be for a variety of purposes including software development, software testing, merger and acquisition projects and joint ventures.

Under such circumstances it is important that the basis under which confidential information is shared is understood and documented and that all parties involved are fully aware that it must be protected appropriately at all times.

The following is a template Non-Disclosure Agreement (NDA) which should be used as a starting point for the creation of a tailored agreement suited to the particular circumstances involved.

[Please note that appropriate legal advice must be obtained prior to entering into such an agreement in order to ensure that the wording used is appropriate and the agreement is legally enforceable]

# Template Agreement

**Non-Disclosure Agreement**

**The Parties**

**The Recipient**

Name:

Address:

Company Name:

Company Registration Number:

Registered Office:

**The Discloser**

Name:

Address:

Company Name:

Company Registration Number:

Registered Office:

**Terms of Agreement**

1. The Discloser intends to disclose [describe the information to be disclosed](**the ConfidentialInformation**) to the Recipient for the purpose of [describe the purpose of disclosure]**(the Purpose)**.

2. The Recipient agrees not to use the Confidential Information for any reason or design except the Purpose, without first obtaining the written agreementof the Discloser.

3. The Recipient agrees to secure the Confidential Information and prevent its disclosure to any third party unless:

1. they are employees of the Recipient
2. they are necessary professional advisors to the Recipient
3. they have a reasonable need to be aware of the Confidential Information for the Purpose
4. they are made aware that they owe a duty of confidence to the Discloser
5. they are boundby obligations equivalent to those in clause 2 above and this clause 3.

4. Clauses 2 and 3 above apply to all of the Confidential informationprovided by the Discloser to the Recipient, irrespective of the method or form in which it is disclosed. However clauses 2 and 3 do not apply to:

1. any information which is,at the date of this agreement, or later comes into the public domain(unless the information was previously covered by this Agreement)

or

1. any information which was already known to the Recipient at the date of this agreement and whichwas not covered by a separate Non- Disclosure Agreement

5. Nothing in this Agreement will preclude the right of the Recipient todisclose the Confidential Information as required by law or by any recognised competent authority.

6. The Recipient will, upon written request by the Discloser, return all records of the Confidential Information to the Discloser and will ensure that no copies are retained by the Recipient or any third parties to which the Confidential Information has been disclosed

7. This Agreement does not grant the Recipient any licence or interest in respect of any intellectualproperty rights of the Discloser except the right to make reasonable copies of the ConfidentialInformation solely for the Purpose.

8. The undertakings in clauses 2 and 3 will continue in forcefor[specify number of years] years from the date of this Agreement.

9. This Agreement is governed byEnglish law. The English Courts will have jurisdictionto deal with any dispute which may arise out of, or inconnection with, this Agreement.

**Signatures**

Signed and Delivered as a Deed by

Name:

Signature:

Witnessed by

Name:

Signature:

Address: