**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made the **..\*\*\****Insert Date, in manuscript, the Department Signed the Agreement Here***\*\*\***

BETWEEN:-

**1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT**

**(“the Disclosing Party”); and**

\*\*\**Choose the appropriate paragraph 2 from those below, then delete the others.\*\*\**

**2)** \*\*\**enter company name and registered number*\*\*\* **whose registered office is at \*\*\****enter the full address***\*\*\* (“the User”)**

**2) \*\*\****enter full local authority name***\*\*\* of \*\*\****enter the full address***\*\*\* (“the User”).**

**2) \*\*\****enter the name of the university or further education college***\*\*\* of \*\*\****enter the full address***\*\*\* (“the User”).**

WHEREAS:-

(A) The User wishes to have access to certain confidential information of the Disclosing Party.

(B) The Disclosing Party is prepared to grant such access on the terms and conditions below:

1. Definition

“Confidential Information” means the information concerning the *[add full description of the product/information]* and other products or business of the Disclosing Party that is disclosed by the Disclosing Party to the User, whether orally, in writing or by any other means, and any other secret information concerning the business, products or customers of the Disclosing Party whether marked as confidential or not except for information in the public domain other than through the act or omission of the User.

2. Confidentiality

2.1 In consideration of being given use of the Confidential Information as set out below, the User shall, and shall procure that any of its employees, agents, and sub-contractors who require access to the Confidential Information shall, keep the Confidential Information strictly confidential and not directly or indirectly reveal, report, copy, part with possession of, license, publish, transfer, communicate or disclose the Confidential Information in any manner whatsoever without the Disclosing party’s prior written consent.

2.2 The User shall ensure that the Confidential Information is stored securely and that access to it is restricted to those of its employees, agents and sub-contractors who need such access for the purposes of using the Confidential Information as permitted under this Agreement. The User shall ensure that it informs its employees, agents and sub-contractors of the specially confidential nature of the Confidential Information and shall ensure that only employees, agents and sub-contractors are given access to the Confidential Information.

2.3 The User shall, and shall procure that its employees, agents and sub-contractors shall, return to the Disclosing Party all the Confidential Information in material form on demand and thereupon cease to use all the Confidential Information.

2.4 The User shall indemnify the Disclosing Party from and against any loss or disclosure of the Confidential Information and all actions, proceedings, claims, demands, costs (including legal fees on a solicitor and own client basis), awards and damages however arising, directly or indirectly as a result of any breach or non-performance by the User of any of its obligations under this Agreement.

3. Permitted Purpose

3.1 The User shall only use the Confidential Information for the purpose of *[eg, evaluation of the Confidential Information - or whatever the purpose is]* and not otherwise in connection with its business or other activities.

4. Intellectual Property Rights

4.1 The User shall neither acquire nor register any patents, trade marks, designs, registered designs, copyright or other intellectual property rights anywhere in the World in the Confidential Information nor acquire title to the physical materials in which the Confidential Information appears. Ownership of such rights and media shall remain with the Disclosing Party.

5. General

5.1 This Agreement is the entire agreement between the parties in connection with its subject matter and supersedes any prior agreement or other terms or representations made by the Disclosing Party to the User.

5.2 This Agreement shall continue without limit as to time.

5.3 This Agreement is subject to English law and the parties agree to submit to the jurisdiction of the English courts in relation to any dispute arising out of this Agreement.

IN WITNESS the parties have executed this Agreement as a deed on the date on page 1.

SIGNED AS A DEED)

[for and on behalf of the Secretary of State for Education]

by …………………………………

…………………………………….

SIGNED AS A DEED)

by [……………………………..]

in the presence of

………………………………….

Witness

[or, if a company - for and on behalf of:-

[……………………………….]

…………………………………

Director

…………………………………

Director/Secretary