

Confidentiality Agreement

Contract No	IWM/NOB/1790
Contract Title:	New Office Building – London

- 1 In consideration of the Client supplying information relating to the New Office Building (“the Confidential Information”) solely for the purpose of enabling us to develop a Contract (“the Permitted Use”), we hereby confirm to you that we will exercise all reasonable skill and care (without prejudice to any rights which we may have at law in connections with the Confidential Information) that we agree that:
 - (a) we will hold the Confidential Information at all times in strict confidence and under conditions of secrecy, and we will take all necessary steps to preserve confidentiality;
 - (b) we will disclose the Confidential Information only to our directors, officers and employees as is strictly necessary for evaluating the Confidential Information and we will procure that such persons are aware of and shall comply with the terms of this Confidentiality Agreement and we shall be responsible for any breaches by such persons;
 - (c) we will not use the Confidential Information for any purpose other than the Permitted Use;
 - (d) we may only disclose the Confidential Information, without prior consent, to any third party, to enable the facilitation of the scope of works of this Confidentiality Agreement (including for the purposes of consulting legal/insurance advisors);
 - (e) we shall not mix, add, merge, combine, store or amalgamate (including without limitation store on or add to hard or soft disk) any of the Confidential Information with any other information, material or intellectual property except for the Permitted Use. In the event of any mixture, merger, addition, combination, storage or amalgamation of the Confidential Information contrary to the terms of this Confidentiality Agreement, then the product of such process shall become your exclusive property;
 - (f) we will upon your oral or written request at any time return to you forthwith by such means as you may specify all Confidential Information supplied to us, all material prepared by us which uses or incorporates any of the Confidential Information, any material on which any such information is recorded or stored and all copies thereof and all such information on hard disk upon shall be irretrievably and permanently erased and any soft disk upon which such information is stored or recorded shall be delivered and become your property;
 - (g) we will not make any statement or announcement to any customers, representatives of the Press, competitors or any third parties about any arrangements contemplated between us without your prior written consent; and
 - (h) we confirm that the expression “Confidential Information” includes all such information (if any) relating to the idea described above as we may have disclosed to you already.
 - (i) in the case of any Personal Data supplied, we will additionally ensure that it is held in accordance with the terms of the Data Protection Act 1998.
- 2 Subject to paragraph 3 below, the above limitations on use and disclosures shall not apply to information which is known to us before receipt thereof from you (unless such information was then disclosed in confidence);

- (a) is learned from a third party entitled to disclose it;
 - (b) becomes known publicly other than through disclosures by us;
 - (c) is authorised in writing by you to be released.
- 3 Nothing in this Confidentiality Agreement shall be constructed as a grant of rights to us in the confidential information nor as placing you under any obligations to grant us future rights in the Confidential Information in any subsequent agreement.
 - 4 Our obligations under this Agreement shall survive any termination of any existing or future agreement between us whether or not that agreement relates in any way to the Confidential Information.
 - 5 Without prejudice to any other rights or remedies that you may have, we acknowledge and agree that damages alone would not be an adequate remedy for any breach by us of the provisions of this Confidentiality Agreement and, accordingly, you shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions hereof by us.
 - 6 Any notice or other communication under this Confidentiality Agreement shall (unless otherwise specified in this Confidentiality Agreement) be in writing and may be sent by post. A notice sent by post shall be deemed to have been delivered on the third day after posting and in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted.
 - 7 In the event that it is determined in any legal proceedings before a competent tribunal, that any paragraph, or part of any paragraph of this Confidentiality Agreement is invalid, illegal, or unenforceable, such paragraph or part thereof shall be deemed to be severed from this Confidentiality Agreement and the remainder of this Confidentiality Agreement shall continue in full force and effect.
 - 8 No failure or delay by either party in exercising any right, power or privilege available under this Confidentiality Agreement shall operate as a waiver thereof.
 - 9 This Confidentiality Agreement is personal only to the parties to it, and shall be governed in all respects by the laws of England and may only be amended with the written consent of both parties and each party submits to the non-exclusive jurisdiction of the English courts.

Signed on behalf of [insert company name]:

Signed by:	
Print Name (in Block Capitals):	
In capacity of:	
Date:	