**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made the XXth day of Month 2016

**BETWEEN:-**

1. **BANGOR UNIVERSITY,** a Registered Charity Number 1141565, whose registered office is at College Road, Bangor, Gwynedd, LL57 2DG and
2. **ACME INC,** a company incorporated in England and Wales under number 12345678 whose registered office is at 23 Anywhere Road, Anytown, Anyshire,

hereinafter together referred to as “The Parties” and each of them being a “Party”.

**WHEREAS:-**

1. Each party possesses valuable information, technical knowledge, experience and data of a secret and confidential nature, all of which are regarded by that Party as a commercial asset and of considerable value.
2. The Parties wish to engage in confidential discussions relating to the Project.
3. In order to do this the Parties will disclose to each other Confidential Information which the Parties wish to protect from unauthorised disclosure and use.

**WHEREBY THE PARTIES HAVE AGREED AS FOLLOWS:-**

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| **1** | **Definitions and Interpretation** | |
|  | 1.1 | In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:- |

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| “Confidential Information” | all information in whatever form (being written, oral, visual, or electronic) relating to the Disclosing Party and its business which is revealed directly or indirectly to the Receiving Party at any time by the Disclosing Party for purposes of the Project, including, but not limited to material, whether technical, commercial, financial, or information relating to the Intellectual Property Rights or otherwise; |
| “Disclosing Party”  “EIR” | the Party disclosing the Confidential Information;  the Environmental Information Regulations 2004 (as amended from time to time); |
| “FOIA” | the Freedom of Information Act 2000 (as amended from time to time); |
| “Information” | as defined under section 84 of the FOIA; |
| “Intellectual Property Rights” | all patents, design rights and trademarks whether registered or unregistered, service marks, emblems, slogans or other distinctive marks, trading or business or domain names, email addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets, rights in databases and all other intellectual property rights of a similar or corresponding character which subsists now or in the future in any part of the world; |
| “Project” | any discussions and/or negotiations between or with the Parties concerning  “insert suitable project description” |
| “Receiving Party” | the Party receiving the Confidential Information; |

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|  | 1.2 | All headings are for identification only and shall not affect the construction or interpretation of this Agreement. | |
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| **2** | **Obligations** | | |
|  | 2.1 | The Parties shall procure that their directors, officers, employees, consultants and professional advisers shall keep the Confidential Information secret and confidential in accordance with the provisions of this Agreement for a period of ten years after the date of such disclosure. | |
|  | 2.2 | The Parties shall not disclose to any third party:- | |
|  |  | 2.2.1 | the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party has inspected any part of the Confidential Information; |
|  |  | 2.2.2 | the fact that any proposals have been made or any discussions or negotiations are taking place; |
|  |  | 2.2.3 | any terms, conditions or other facts relating to the Project. |
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| **3** | **Safeguards** | | |
|  | To secure the confidentiality attaching to the Confidential Information both Parties shall:- | | |
|  | 3.1 | keep separate all Confidential Information and all Information generated and based thereon from all other documents and records; | |
|  | 3.2 | not make copies of the Confidential Information other than with the express consent of the Party providing such; | |
|  | 3.3 | not use, reproduce, transfer or store any of the Confidential Information on an externally accessible computer or on an electronic Information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; | |
|  | 3.4 | not dismantle or take apart any equipment or samples, nor copy or reverse engineer any computer software included in the Confidential Information other than allowed by applicable law; | |
|  | 3.5 | not disclose the Confidential Information to directors, officers, employees, consultants or professional advisors except in so far as such disclosure is strictly necessary for the purpose of the Project and then only if such disclosees agree to be bound by the terms hereof as if they were a party to this Agreement; | |
|  | 3.6 | not use the Confidential Information for any other purpose other than the Project;  take such precautions and make such measures as are reasonably necessary to protect the Confidential Information (and in any event no less than those the Receiving Party would take and make to protect its own Confidential Information). | |
| 4 | **Information not Protected** | | |
|  | The restrictions in this Agreement shall not apply to any Confidential Information which it can be proved by documented evidence produced by the Receiving Party upon written request by the Disclosing Party:- | | |
|  | 4.1 | is or becomes generally available to the public in general circulation through no act, default or breach of this Agreement by either party or that of its directors, officers, employees, consultants or professional advisors; | |
|  | 4.2 | is already known to the Receiving Party or in its possession before the disclosure hereunder free of obligation to keep it confidential; | |
|  | 4.3 | is received from a third party without similar obligations of confidence and without breach of this Agreement; | |
|  | 4.4 | is already possessed or independently developed by the Receiving Party; | |
|  | 4.5 | is approved for release by written authorisation of the Disclosing Party. | |
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| **5** | **EIR & Freedom of Information** | | |
|  | 5.1 | The Company acknowledges that the University is subject to requirements under the EIR and FOIA and shall assist and cooperate with the University to enable the University to comply with any Information disclosure requirements. | |
|  | 5.2 | Where the University receives a request to disclose any Information that, under this Agreement, is the Company’s Confidential Information, it will notify the Company and will consult with the Company. The Company shall respond to the University within 5 working days after receiving the University’s notice of the request. In the event that the Company fails to respond within the requisite period, the University reserves the right to disclose any such Information it deems appropriate. | |
|  | 5.3 | The University shall be responsible for determining at its absolute discretion whether the Information is:- | |
|  |  | 5.3.1 | exempt from disclosure in accordance with the EIR or FOIA; |
|  |  | 5.3.2 | to be disclosed in response to a request for Information under the EIR or FOIA and in no event shall the Company respond directly to a request for Information unless expressly authorised to do so by the University. |
|  | 5.4 | The Company acknowledges that the University may be obliged under the EIR or FOIA to disclose Information following consultation with the Company and having taken its views into account. | |
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| **6** | **General** | | |
|  | 6.1 | All Confidential Information disclosed pursuant to this Agreement shall remain the property of the Party providing such and nothing in this Agreement shall be construed to grant the other Party any right or licence to use the Confidential Information or any Intellectual Property Right of the Disclosing Party. | |
|  | 6.2 | Upon written request by the Disclosing Party, the Receiving Party shall return or destroy (as so directed by the Disclosing Party) all documents, records and copies or derivatives thereof which contain the Confidential Information. | |
|  | 6.3 | Neither Party shall be under any obligation to proceed with the Project and no commitment, undertaking or other obligation of any nature whatever (except the confidentiality provisions as set out in this Agreement) shall be implied. | |
|  | 6.4 | Neither the Disclosing Party nor their advisors makes or shall be deemed to have made any representation or warranty, whether express or implied or as to the accuracy or completeness or otherwise of the Confidential Information, and that the Disclosing Party or their advisors will have any contractual liability for the use of the Confidential Information by the Receiving Party. | |
|  | 6.5 | This Agreement constitutes the entire agreement and sole understanding between the Parties and no variation of this Agreement shall be effective unless made and agreed in writing signed by duly authorised representatives of both Parties. | |
|  | 6.6 | Any failure by either Party at any time to enforce any provision of this Agreement shall not prejudice any future enforcement of any right under this Agreement. | |
|  | 6.7 | This Agreement may not be assigned, whether by operation of law or otherwise. | |
|  | 6.8 | This Agreement shall be governed by the laws of England and Wales and the Parties agree to the non-exclusive jurisdiction of the Courts of England and Wales. | |
|  | 6.9 | If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable in whole or part, such invalidity or unenforceability shall not affect the other part of the provision or the other provisions of this Agreement which shall remain in full force and effect. | |

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| **AS WITNESS** whereof this Agreement has been executed by the Parties as of the day and year first above written: |

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| For and Behalf of Bangor University: | |
| Signed by |  |
| Print Name |  |
| Date of Signature |  |

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| For and Behalf of ACME INC: | |
| Signed by |  |
| Print Name |  |
| Date of Signature |  |