**THIS NON-DISCLOSURE AGREEMENT** is dated 02 February 2024

**Parties**

1. Queen Mary University of London, registered in England and Wales under Royal Charter number RC000710, a public institution situated at 327 Mile End Road, London E1 4NS.
2. (If a company) [company name] incorporated and registered in England and Wales with company registered number [insert] whose registered office is at [address] / (or if an individual) [Name], [Address], a legal individual

together, the **Parties**

**Background**

1. The Parties intend to enter into discussions relating to the Purpose which will involve the exchange of Confidential Information between them. In consideration of the receipt of such information, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

Agreed terms

# Interpretation

## **Definitions:**

Confidential Information: has the meaning given in Clause 2.

Purpose: [Insert a description of why Confidential Information is being shared. This can be brief but should be specific enough so that an outsider could look at any Confidential Information shared and determine whether it is for the Purpose.]

Counterparty: means each Party, its **Affiliates** (being any other entity that directly or indirectly controls, is controlled by, or is under common control with, that Party), and its **Personnel** (being, for each Party and its Affiliates, their officers, employees, professional advisers, consultants, contractors).

# Confidential Information

## **Confidential Information** means all non-public information relating to or disclosed by one Counterparty (**Discloser**) to another Counterparty (**Recipient**) relating to the Purpose that is designated as confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

## **Exclusions**. Information is not Confidential Information if it: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Recipient at the time of its receipt from the Discloser; (iii) is disclosed to a Counterparty from any third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed without reference to any Confidential Information.

# Confidentiality obligations

## **Use of Confidential Information.** Each Counterparty may use Confidential Information only as necessary for the Purpose. Except as provided in this Agreement, each Counterparty will not disclose Confidential Information to anyone without the other Counterparty’s prior written consent. Each Counterparty will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

## **Counterparty Personnel and Affiliates**. Each Party will restrict the possession, knowledge and use of Confidential Information to such Affiliates and Personnel who (i) need to know the Confidential Information for the Purpose, and (ii) are legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Each Party will ensure that its Affiliates and Personnel comply with this Agreement and will be fully liable for their acts/ omissions as each those acts/omissions were those of the Party.

## **Disclosure to governmental bodies or due to law**. Each Counterparty may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, or in relation to applicable laws such as the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, provided that Counterparty: (i) where reasonably practical and legally permitted, gives the other Counterparty prior written notice sufficient to allow it to seek a protective order or other remedy, (ii) discloses only such information as is required by the governmental entity or applicable law, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

## **Ownership of Confidential Information**. All Confidential Information will remain the exclusive property the Discloser. The Discloser’s disclosure of Confidential Information will not constitute an express or implied grant to the Receiver of any rights to or under the Discloser’s patents, copyrights, trade secrets, trademarks or other intellectual property rights. The Receiver will not use any trade name, trademark, logo or any other proprietary rights of the Discloser in any manner without prior written authorization of such use by the Discloser.

## **Notice of unauthorised use**. Each Receiver will notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. The Receiver will cooperate with the Discloser in every reasonable way to help the Discloser regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

## **Return of Confidential Information**. Each Receiver will return or destroy all Confidential Information or materials embodying or containing Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following a Discloser’s written request.

## **Injunctive relief**. Each Receiver acknowledges that a breach of this Agreement could cause irreparable harm to each Discloser as to which monetary damages may be difficult to ascertain or an inadequate remedy. Each Receiver agrees that each Discloser will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

## **Scope; termination**. This Agreement covers Confidential Information received by a Receiver prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue indefinitely in relation to the Confidential Information unless or until the Parties agree otherwise in writing.

# Miscellaneous

## **General terms.** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the Parties. Electronic signatures hereon shall be deemed originals for all purposes. Neither Party may assign this Agreement without the other Party’s written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. No one other than a Party to this Agreement shall have any right to enforce any of its terms. This Agreement will be governed by the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement, and each of the Parties hereto irrevocably consents to the personal jurisdiction of, and venue in, those courts.

## **Notices**. All notices hereunder will be in writing and will be sent by hand, next business day mail delivery service, or email to the person who signed this Agreement or someone at least at senior the receipt of which is confirmed in writing. The delivery of physical notices will be delivered to the address set forth above. Delivery: by hand, will be delivered the next working day; by next working day service, two working days from sending; by email, the business day written confirmation of receipt is obtained.

Signed and dated on behalf of each party’s duly authorised representative:

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| --- |
| **FOR AND ON BEHALF OF XXXX:** |
| **Signature:**  |  |
| **Print Full Name:**  |  |
| **Position Held:**  |  |
| **Date:**  |  |

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| **FOR AND ON BEHALF OF QUEEN MARY UNIVERSITY OF LONDON:** |
| **Signature:**  |  |
| **Print Full Name:**  |  |
| **Position Held:**  |  |
| **Date:**  |  |