

Confidentiality Agreement Checklist

- (1) Commencement date of the Agreement
- (2) Name and address of the Discloser
- (3) Name and address of the Recipient
- (4) Name of the Project << >>
- (5) Specify information being provided << >>
Are any intellectual property rights involved? No. <<If yes what are the limitations?>>
- (6) Recipient's Disclosure:
 - a) Can the Recipient disclose the information to employees? Yes.
 - b) Can the Recipient disclose the information to third parties? Yes. <<On what conditions?>>
 - c) Are employees & third parties bound by similar confidentiality agreements? Yes. <<Specify>>
 - d) Will the Recipient indemnify the Discloser for any breach of the Agreement by third parties? Yes.
 - e) The Recipient will be responsible for maintaining confidentiality with those informed by the Recipient.
- (7) Is the Recipient to indemnify the Discloser for any breach of the Agreement? Yes.
- (8) Can copies be taken any other way without the Discloser's consent
- (9) Are there any precautions to be taken if the information is being transmitted between the parties (other than as otherwise)?
- (10) Termination.
 - a) When? Upon notice being given? <<Add other reasons>>
 - b) Is there to be a time limit for termination? <<If applicable what is the limit?>>
 - c) What happens to the confidential information on termination? <<describe action to be taken>>
 - d) Is there to be a time limit for the Recipient to work on the Project? Yes. <<If applicable what is the limit?>>
 - e) Is the Recipient restricted from disclosing the information to a third party after termination? <<If applicable what is the limit?>>
- (11) Can the terms of the agreement be varied without the consent of the Discloser
And what notice is required
- (12) Assignment
Can the Discloser assign the Agreement?
Can the Recipient assign the Agreement?
- (13) Service of documents between the parties by normal post

- (14) Is a force majeure clause to be included? Yes
- (15) Is there a provision for arbitration? Yes
- (16) Are disputes to be settled in the High Court of England and Wales? Yes. If no, where?
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