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PRE-PROJECT AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Disclosing Party>> incorporated in <<Country of Registration>> under number <<Company Number>> whose registered office is at] **OR**
[of] <<insert Address>> (“the Disclosing Party”)
- (2) <<Name of Receiving Party>> incorporated in <<Country of Registration>> under number <<Company Number>> whose registered office is at] **OR**
[of] <<insert Address>> (“the Receiving Party”)

WHEREAS:

- (1) The Disclosing Party carries on the business of <<insert description of business>> and wishes to disclose to the Receiving Party certain Confidential Information (as outlined in Schedule 1) which the Disclosing Party in order to enable the Receiving Party to consider the Confidential Information in the Project.
- (2) The Disclosing Party wishes the Confidential Information to be kept confidential and to prevent its disclosure to third parties.
- (3) In consideration of the Disclosing Party disclosing the Confidential Information to the Receiving Party, the Receiving Party agrees that it will accept the Confidential Information subject to, and in accordance with, the terms of this Agreement, which will accordingly take effect and

IT IS AGREED as follows:

- 1. **Definitions and Interpretation**
 - 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:
 - “**Confidential Information**” means the Confidential Information having the meaning set out in Clause 2 of this Agreement;
 - “**Data Protection Legislation**” means the applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) which forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018; and the Communications Act 2003 as amended;]

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["controller"
"data controller"
"data processor"
"data subject"
"personal data"
"processing"
"processor" and
"appropriate technical and
organisational measures"
"Intellectual Property Rights"

meanings ascribed thereto in the
Legislation;]

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and all rights (whether or not
registrable) subsisting in any
ny patents, trade marks, service
d designs, applications (and rights
of those rights), trade, business
ames, internet domain names and
s, copyrights, database rights,
e and other secrets, rights in
entions;

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er licences, consents, orders,
erwise in relation to a right in
same or similar effect or nature as
ragraphs (a) and (b) which now or
y subsist; and
ue for past infringements of any of
hts;

"Project"

sert brief description of Project>>
bed in Schedule 2;

"Representatives"

on to either Party, its officers and
fessional advisers or consultants
se that Party, contractors or sub-
aged by that Party, and any other
the other Party agrees in writing
fidential Information may be
[.]

["Shared Personal Data"]

onal data described in sub-Clause
e 3 which is to be disclosed by the
to the Receiving Party under sub-

- 1.2 Unless the context of this Agreement requires otherwise, the following definitions apply:
 - 1.2.1 "writing", and any communication, includes any communication in any form, whether written or oral, in any medium, including electronic or facsimile transmission or any other means of communication;
 - 1.2.2 a statute or regulation means a reference to that statute or regulation as it applies at the relevant time;
 - 1.2.3 "this Agreement" means this Agreement and each of the Schedules and Exhibits thereto as amended from time to time;
 - 1.2.4 a Schedule means a Schedule to this Agreement; and

reference in this Agreement to:
ion, includes a reference to any
nic or facsimile transmission or
e is a reference to that statute or
at the relevant time;
this Agreement and each of the
nted at the relevant time;
ement; and

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1.2.5 a Clause or paragraph of this Agreement (other than the relevant paragraph of the relevant Schedule.

1.2.6 a "Party" or "parties" to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Confidential Information

2.1 For the purposes of this Agreement, "Confidential Information" shall be the information designated at or before the time of disclosure as confidential, and any other information that falls further set out below in this Clause 2. This includes:

2.1.1 the fact that the Parties are taking place between the Parties concerning the Receiving Party's involvement in the Project, discussions and negotiations;

2.1.2 [the [existence of the Agreement;]

2.1.3 any and all documents, information relating to:

a) the business, clients, or suppliers of the Disclosing Party;

b) the product information, trade secrets, know-how, or information of the Disclosing Party; and

2.1.4 further information, reports, or findings derived from the Confidential Information.

2.2 The definition of Confidential Information set out above shall apply whether or not the Confidential Information is commercially (or other) sensitive in nature, and in whatever form the Confidential Information exists or is communicated.

2.3 Information shall not be Confidential Information if and to the extent that any of the provisions set out in Clause 9 apply.

3. Receiving Party's Confidential Information

3.1 The Disclosing Party shall retain all other interest in all Confidential Information that it discloses to the Receiving Party after the Parties enter into this Agreement.

3.2 The Receiving Party shall, in accordance with the provisions of Clause 9, at all times maintain as secret and confidential, and shall not disclose, use, exploit, or reproduce any part of the Confidential Information directly or indirectly for any purpose other than the Receiving Party's involvement in the project, without the express written consent of the Disclosing Party. Such consent may include, but are not limited to:

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3.2.1 disclosing, whether directly, or otherwise making available any part of the Confidential Information to any person except as expressly permitted;

directly, or otherwise making available any part of the Confidential Information to any person except as expressly permitted;

3.2.2 copying or otherwise making available any part of the Confidential Information except to the extent necessary for the Receiving Party to consider and evaluate its potential investment opportunities, or for the Receiving Party to perform its obligations under the Agreement;

any part of the Confidential Information for considering and evaluating its potential investment opportunities, or for the Receiving Party to perform its obligations under the Agreement. Any such copies or records made shall remain the property of the Disclosing Party;

3.2.3 reproducing or otherwise making available any part of the Confidential Information, in whole or in part, for the purpose of disclosing the Confidential Information to any third party, or for the purpose of using the Confidential Information to develop or otherwise disclose any invention, patentable or otherwise, or for the purpose of disclosing any other confidential information, but not limited to, related to the Confidential Information;

(produce) any part of the Confidential Information to any third party, or for the purpose of using the Confidential Information to develop or otherwise disclose any invention, patentable or otherwise, or for the purpose of disclosing any other confidential information, but not limited to, related to the Confidential Information;

3.2.4 using the Confidential Information to procure (or attempt to procure) any commercial advantage for the Receiving Party, or to procure (or attempt to procure) any commercial advantage to the Disclosing Party;

whether directly or indirectly, to procure (or attempt to procure) any commercial advantage for the Receiving Party, or to procure (or attempt to procure) any commercial advantage to the Disclosing Party;

3.2.5 carrying out or attempting to carry out any development, invention, or other activity that may result in the Receiving Party obtaining or attempting to obtain any Intellectual Property Rights from the Confidential Information;

making any inventions, further developing any registered Intellectual Property Rights, or otherwise using the Confidential Information to obtain or attempt to obtain any Intellectual Property Rights from the Confidential Information;

3.2.6 <<add further obligations>>

as required>>.

3.3 The Receiving Party shall implement and maintain such organizational, physical, and technical measures as may be necessary to protect the Confidential Information from unauthorized disclosure, and shall implement such measures proposed by the Disclosing Party from time to time to preserve the secrecy and confidentiality of the Confidential Information.

able organisational, physical, and technical measures as may be necessary to protect the Confidential Information from unauthorized disclosure, and shall implement such measures proposed by the Disclosing Party from time to time to preserve the secrecy and confidentiality of the Confidential Information.

3.4 The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

3.4.1 any Confidential Information in any document or other tangible form;

disclosed from the Disclosing Party as a result of the Receiving Party's performance of its obligations under the Agreement.

3.4.2 any copies or reproductions of any Confidential Information;

Confidential Information.

3.5 Upon the termination or expiration of this Agreement, or if so directed by the Disclosing Party, the Receiving Party shall return all Confidential Information to the Disclosing Party and shall further provide copies of the Confidential Information to the Disclosing Party, subject to the limitations set forth in the Confidential Information Addendum, and shall continue to comply with the obligations of the Confidential Information Addendum, including the obligation to continue complying with the Confidential Information Addendum beyond its termination.

agreement for any reason, as set out in the Confidential Information Addendum, the Receiving Party shall return all Confidential Information forthwith to the Disclosing Party and shall further provide copies of the Confidential Information to the Disclosing Party, subject to the limitations set forth in the Confidential Information Addendum, and shall continue to comply with the obligations of the Confidential Information Addendum, including the obligation to continue complying with the Confidential Information Addendum beyond its termination.

3.6 Nothing in this Agreement shall prevent the Receiving Party from using its own skills and experience, or the skills and experience of its Representatives prior to its involvement in this Agreement, to develop or otherwise disclose any invention, patentable or otherwise, or for the purpose of disclosing any other confidential information, but not limited to, related to the Confidential Information.

Receiving Party from using mere skills and experience, or the skills and experience of its Representatives prior to its involvement in this Agreement, to develop or otherwise disclose any invention, patentable or otherwise, or for the purpose of disclosing any other confidential information, but not limited to, related to the Confidential Information.

4. Storage of Confidential Information

4.1 The Receiving Party shall store Confidential Information only at [its premises at <<insert location(s)>>] and shall not at any time allow Confidential Information or any part thereof to be removed from [its premises] OR [those locations].

Confidential Information is kept only at [its premises at <<insert location(s)>>] and shall not at any time allow Confidential Information or any part thereof to be removed from [its premises] OR [those locations].

4.2 Where the Receiving Party stores Confidential Information in hardcopy form, it must be stored in a secure location and shall not be used when not in use.

Confidential Information in hardcopy form, it must be stored in a secure location and shall not be used when not in use.

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4.3 Where the Receiving Party stores the Confidential Information electronically, the Confidential Information shall be stored only on [a local computer or device] OR [local computer or device] at [its premises at <<insert address>>] OR [<<insert address>>]. The Confidential Information shall not be stored on a remote computer or device. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet]. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet]. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet]. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet].

Confidential Information electronically, stored only on [a local computer or device] at [its premises at <<insert address>>] OR [local computer or device] at [its premises at <<insert address>>]. The Confidential Information shall not be stored on a remote computer or device. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet]. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet]. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet]. The Confidential Information stored on [a local computer or device] [may be made accessible over the internet] OR [may not be made accessible over the internet].

4.4 The Disclosing Party shall have the right to access and inspect the location[s] at which the Receiving Party stores Confidential Information upon not less than <<insert number of days>> days prior to the date of access. If the Disclosing Party is not satisfied with any of the Receiving Party's storage arrangements, it shall have the right to require the Receiving Party to make such reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

The Disclosing Party shall have the right to access and inspect the location[s] at which the Receiving Party stores Confidential Information upon not less than <<insert number of days>> days prior to the date of access. If the Disclosing Party is not satisfied with any of the Receiving Party's storage arrangements, it shall have the right to require the Receiving Party to make such reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

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5. Permitted Disclosure

5.1 The Receiving Party shall permit its Representatives to access and inspect the location[s] at which the Receiving Party stores Confidential Information upon not less than <<insert number of days>> days prior to the date of access. If the Disclosing Party is not satisfied with any of the Receiving Party's storage arrangements, it shall have the right to require the Receiving Party to make such reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

The Receiving Party shall permit its Representatives to access and inspect the location[s] at which the Receiving Party stores Confidential Information upon not less than <<insert number of days>> days prior to the date of access. If the Disclosing Party is not satisfied with any of the Receiving Party's storage arrangements, it shall have the right to require the Receiving Party to make such reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

5.1.1 it informs the Disclosing Party of the confidential nature of the Confidential Information;

it informs the Disclosing Party of the confidential nature of the Confidential Information;

5.1.2 it obtains from the Disclosing Party written undertakings to the effect that the Disclosing Party's Confidential Information shall be held on the same terms as this Agreement and shall be binding upon those to whom it is disclosed;

it obtains from the Disclosing Party written undertakings to the effect that the Disclosing Party's Confidential Information shall be held on the same terms as this Agreement and shall be binding upon those to whom it is disclosed;

5.1.3 it keeps a record of the Confidential Information to which it is disclosed.

it keeps a record of the Confidential Information to which it is disclosed.

5.2 The Receiving Party shall be liable for the acts or omissions of such Confidential Information as if they were the acts or omissions of the Receiving Party, whether or not the Receiving Party has complied with the requirements of this Agreement.

The Receiving Party shall be liable for the acts or omissions of such Confidential Information as if they were the acts or omissions of the Receiving Party, whether or not the Receiving Party has complied with the requirements of this Agreement.

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6. Mandatory Disclosure

6.1 Subject to the provisions of this Agreement, the Receiving Party may disclose Confidential Information if such disclosure is required by law, by any court of competent jurisdiction or by any government agency or other regulatory body of competent jurisdiction lawfully requesting such disclosure.

Subject to the provisions of this Agreement, the Receiving Party may disclose Confidential Information if such disclosure is required by law, by any court of competent jurisdiction or by any government agency or other regulatory body of competent jurisdiction lawfully requesting such disclosure.

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7.6 The Parties shall comply with their respective obligations under the Data Protection Legislation. Such assistance shall include, but not be limited to:

complying with their respective obligations under the Data Protection Legislation. Such assistance shall include, but not be limited to:

7.6.1 providing the contact details of its data protection officer and/or its Representatives as a point of contact for the Data Protection Legislation, including, but not limited to, the handling of data breaches;

providing the contact details of its data protection officer and/or its Representatives as a point of contact for the Data Protection Legislation, including, but not limited to, the handling of data breaches;

7.6.2 consulting with the Party providing the Shared Personal Data;

consulting with the Party providing the Shared Personal Data;

7.6.3 informing the Party of the receipt of data subject access requests and providing assistance in complying with the same;

informing the Party of the receipt of data subject access requests and providing assistance in complying with the same;

7.6.4 not disclosing any Shared Personal Data in response to a request without prior consultation with the other Party, where reasonably possible;

not disclosing any Shared Personal Data in response to a request without prior consultation with the other Party, where reasonably possible;

7.6.5 assisting the Party] in respect of a subject request;

assisting the Party] in respect of a subject request;

7.6.6 assisting the Party] in compliance with the Data Protection Legislation, including impact assessments, breach notifications, and the Information Commissioner's Office and any other supervisory authorities or regulators;

assisting the Party] in compliance with the Data Protection Legislation, including impact assessments, breach notifications, and the Information Commissioner's Office and any other supervisory authorities or regulators;

7.6.7 notifying the Party of a breach of the Data Protection Legislation;

notifying the Party of a breach of the Data Protection Legislation;

7.6.8 notifying the Party of a personal data breach affecting the Shared Personal Data;

notifying the Party of a personal data breach affecting the Shared Personal Data;

7.6.9 using compatible processing of the Shared Personal Data in order to facilitate the processing of the Shared Personal Data;

using compatible processing of the Shared Personal Data in order to facilitate the processing of the Shared Personal Data;

7.6.10 deleting or destroying Shared Personal Data at the expiry of this Agreement, or any applicable period of retention;

at the expiry of this Agreement, or any applicable period of retention, or, at the request of the other Party, the Shared Personal Data, subject to any legal requirement to retain any Shared Personal Data;

7.6.11 maintaining accurate and up-to-date records and other information in accordance with this Clause 7.

maintaining accurate and up-to-date records and other information in accordance with this Clause 7.

7.7 Each Party shall indemnify and hold the other Party harmless from and against all liabilities, costs, expenses, damages, and loss, including consequential loss of business opportunity, loss of reputation, and all reasonable legal costs (calculated on a full indemnity basis) arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation, provided the indemnifying Party provides the indemnified Party with the circumstances of the claim, and such reasonable assistance in dealing with the claim, and managing, defending, and/or settling the claim.]

Each Party shall indemnify and hold the other Party harmless from and against all liabilities, costs, expenses, damages, and loss, including consequential loss of business opportunity, loss of reputation, and all reasonable legal costs (calculated on a full indemnity basis) arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation, provided the indemnified Party provides the indemnified Party with the circumstances of the claim, and such reasonable assistance in dealing with the claim, and managing, defending, and/or settling the claim.]

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8. **Proprietary Rights**

The Confidential Information shall remain the property of the Disclosing Party and the disclosure of the Confidential Information upon the Receiving Party shall not confer any right or interest in any part of the Confidential Information.

Property Rights subsisting therein (including, without limitation, for its licensors, as appropriate) and the Receiving Party shall not confer any right or interest in any part of the Confidential Information.

9. **Exceptions to Non-Disclosure Obligations**

The obligations set out in this Clause shall not apply [(where the same can be demonstrated to be necessary for the Receiving Party)] to any information which:

is already known to the Receiving Party at the time of its disclosure, or which is in, or comes from, the public domain through any breach of this Agreement of the Receiving Party, general knowledge or information available to the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

9.1.1 is already known to the Receiving Party at the time of its disclosure, or which is in, or comes from, the public domain through any breach of this Agreement of the Receiving Party, general knowledge or information available to the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

is already known to the Receiving Party at the time of its disclosure, or which is in, or comes from, the public domain through any breach of this Agreement of the Receiving Party, general knowledge or information available to the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

9.1.2 is in, or comes from, the public domain through any breach of this Agreement of the Receiving Party, general knowledge or information available to the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

is in, or comes from, the public domain through any breach of this Agreement of the Receiving Party, general knowledge or information available to the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

9.1.3 is received by the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

is received by the Receiving Party from a third party free of any obligations of confidentiality or those set out in this Agreement, or which is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

9.1.4 is, prior to disclosure, in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

is, prior to disclosure, in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

9.1.5 is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

is disclosed to the Receiving Party by the Disclosing Party, already in the possession of the Receiving Party, or which is independently developed by the Receiving Party.

9.1.6 is approved in writing by the Disclosing Party;

is approved in writing by the Disclosing Party;

9.1.7 is declared confidential;

is declared confidential;

9.1.8 is required to be disclosed under the Freedom of Information Act;

is required to be disclosed under the Freedom of Information Act;

9.1.9 is required to be disclosed by a government authority, provided that the Disclosing Party has been notified in advance of such disclosure.

is required to be disclosed by a government authority, provided that the Disclosing Party has been notified in advance of such disclosure.

10. **Term**

10.1 This Agreement shall remain in force until the date specified in Clause 10.2, the] Confidential Information shall be disclosed on <<insert date>> to evaluate its potential for commercial exploitation.

<<insert date>>. [Subject to sub-Clause 10.2, the] Confidential Information shall be disclosed on <<insert date>> to evaluate its potential for commercial exploitation.

10.2 [This Agreement may be terminated by the Disclosing Party at any time prior to the time and date specified in Clause 10.1 by giving <<insert period>> written notice.]

[This Agreement may be terminated by the Disclosing Party at any time prior to the time and date specified in Clause 10.1 by giving <<insert period>> written notice.]

10.3 The obligations of confidentiality shall continue for the period set out in Clause 10.1 unless this Agreement is terminated.

The obligations of confidentiality shall continue for the period set out in Clause 10.1 unless this Agreement is terminated.

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earlier by the Disclosing Party with sub-Clause 10.2]] OR [for <<insert period>>, or extended by the Disclosing Party at any time by the Disclosing Party R [indefinitely], subject only to the exclusions set out in

with sub-Clause 10.2]] OR [for <<insert period>>, or extended by the Disclosing Party at any time by the Disclosing Party R [indefinitely], subject only to the exclusions set out in

10.4 As fully detailed in Clause 10.3, the Disclosing Party shall not be liable for any demand by the Disclosing Party, or the Receiving Party, for Confidential Information to the Disclosing Party and shall remain liable for Confidential Information thereof are retained [(save for the Confidential Information retained in its <<insert responsible party>>'s files)].

the termination or expiry of this Agreement, the Disclosing Party shall not be liable for any demand by the Disclosing Party, or the Receiving Party, for Confidential Information to the Disclosing Party and shall remain liable for Confidential Information thereof are retained [(save for the Confidential Information retained in its <<insert responsible party>>'s files)].

11. Enforcement and Indemnification

11.1 Both Parties hereby acknowledge that damages alone would not be an adequate remedy for the Receiving Party of this Agreement.

damages alone would not be an adequate remedy for the Receiving Party of this Agreement.

11.2 The Disclosing Party shall not be limited to the remedies which may be available in law or in equity to which either Party agrees to indemnify the other Party against all liabilities, damages, and losses (including, but not limited to, any direct and consequential business opportunities, lost profits, and loss of interest, penalties, and legal costs (calculated on a full cost basis) and all other reasonable and foreseeable costs) incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breaches of the Agreement, as set out in sub-Clause 7.7] provided that the indemnified Party gives the indemnifying Party with prompt notice of a claim, and the indemnifying Party has the sole authority to defend and settle the claim.

The Disclosing Party shall not be limited to the remedies which may be available in law or in equity to which either Party agrees to indemnify the other Party against all liabilities, damages, and losses (including, but not limited to, any direct and consequential business opportunities, lost profits, and loss of interest, penalties, and legal costs (calculated on a full cost basis) and all other reasonable and foreseeable costs) incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breaches of the Agreement, as set out in sub-Clause 7.7] provided that the indemnified Party gives the indemnifying Party with prompt notice of a claim, and the indemnifying Party has the sole authority to defend and settle the claim.

11.3 In addition to any remedies available in law or in equity to which either Party agrees to indemnify the other Party against all liabilities, damages, and losses (including, but not limited to, any direct and consequential business opportunities, lost profits, and loss of interest, penalties, and legal costs (calculated on a full cost basis) and all other reasonable and foreseeable costs) incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breaches of the Agreement, as set out in sub-Clause 7.7] provided that the indemnified Party gives the indemnifying Party with prompt notice of a claim, and the indemnifying Party has the sole authority to defend and settle the claim.

In addition to any remedies available in law or in equity to which either Party agrees to indemnify the other Party against all liabilities, damages, and losses (including, but not limited to, any direct and consequential business opportunities, lost profits, and loss of interest, penalties, and legal costs (calculated on a full cost basis) and all other reasonable and foreseeable costs) incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breaches of the Agreement, as set out in sub-Clause 7.7] provided that the indemnified Party gives the indemnifying Party with prompt notice of a claim, and the indemnifying Party has the sole authority to defend and settle the claim.

12. No Further Obligation

The Disclosing Party shall not be obligated to enter into any further transaction or agreement with the Receiving Party or to provide any, or any particular, Confidential Information to the Receiving Party.

The Disclosing Party shall not be obligated to enter into any further transaction or agreement with the Receiving Party or to provide any, or any particular, Confidential Information to the Receiving Party.

13. No Partnership or Agency

13.1 Nothing in this Agreement shall constitute the Parties a partnership, joint venture, or agency, or shall authorise either Party to bind the other Party, or any commitments for or on behalf of the other Party.

Nothing in this Agreement shall constitute the Parties a partnership or joint venture, or shall authorise either Party to bind the other Party, or any commitments for or on behalf of the other Party.

13.2 Each Party hereby represents and warrants that it is acting on its own behalf and not for the benefit of any other Party.

Each Party hereby represents and warrants that it is acting on its own behalf and not for the benefit of any other Party.

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14. **Non-Assignment of Agreement**

Neither Party may assign, or in any other manner make available to any third party, any or all of its rights under this Agreement without the prior written consent of the other Party, which consent not to be unreasonably withheld.

, or in any other manner make available to any third party, any or all of this Agreement without the prior written consent of the other Party, which consent not to be unreasonably withheld.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be amended or modified in any way by any instrument in writing signed by the duly authorised representatives of the Parties.

between the Parties with respect to its subject matter and may not be amended or modified in any way by any instrument in writing signed by the duly authorised representatives of the Parties.

16. **Variation**

No variation of or addition to or deletion from this Agreement shall be effective unless in writing signed by each of the Parties or by its duly authorised representative on its behalf.

No variation of or addition to or deletion from this Agreement shall be effective unless in writing signed by each of the Parties or by its duly authorised representative on its behalf.

17. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or of any subsequent breach of the same or any other provision of this Agreement.

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or of any subsequent breach of the same or any other provision of this Agreement.

18. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement and the remainder shall remain enforceable.

If any provision of this Agreement is found to be unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement and the remainder shall remain enforceable.

19. **Communication**

19.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

19.2 Notices shall be deemed to have been duly given:

by the following methods:

19.2.1 when delivered by hand to the recipient or to a courier or other messenger (including a registered messenger) during the recipient's business hours of the recipient; or

by the following methods: (including a registered messenger) during the recipient's business hours of the recipient; or

19.2.2 when sent, by email or by facsimile transmission, to the recipient's email address or facsimile number, if such address or number is generated; or

by email or by facsimile transmission, to the recipient's email address or facsimile number, if such address or number is generated; or

19.2.3 on the fifth business day after the date of posting by ordinary mail to the recipient's address; or

by registered mail, if mailed by national or international registered mail to the recipient's address;

19.2.4 on the tenth business day after the date of posting by airmail to the recipient's address, if postage prepaid.

by airmail, if mailed by airmail, if postage prepaid.

19.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number or email address notified to the other Party.

All notices under this Agreement shall be addressed to the most recent address, facsimile number or email address notified to the other Party.

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20. **Third Party Rights**

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

It does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. **Law and Jurisdiction**

21.1 This Agreement (including any amendments made to it) shall be governed by, and construed in accordance with, the law of England and Wales.

21.1 This Agreement (including any amendments made to it) shall be governed by, and construed in accordance with, the law of England and Wales.

21.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments made to it) shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996 and the Arbitration Rules of the London Court of International Arbitration (LCIA) in force from time to time, and shall be subject to the jurisdiction of the courts of England and Wales.

21.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments made to it) shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996 and the Arbitration Rules of the London Court of International Arbitration (LCIA) in force from time to time, and shall be subject to the jurisdiction of the courts of England and Wales.

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<<Name and Title of person signing>>

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Authorised Signature

Date: _____

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SIGNED for and on behalf of the F
<<Name and Title of person signing>>

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The Confidential Information

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the Disclosing Party to the Receiv

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1. Personal Data Sharing

Scope

<<Insert description of the scope of the processing to be carried out>>.

Nature

<<Insert description of the nature of the processing to be carried out>>.

Purpose

<<Insert description of the purpose of the processing and/or processing is to be carried out>>.

Duration

<<Insert details of the duration of the processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures implemented>>.]

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