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CONTRACTOR

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

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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 is to be only for the purposes of <<insert description of business>> the Disclosing Party (such disclosure to be only for the purposes outlined in Schedule 2).
- (2) The Disclosing Party wishes to keep the Confidential Information confidential and to prevent its disclosure of that information to third parties. Confidential Information is kept confidential and to prevent its disclosure of that information to third parties.
- (3) In consideration of the Disclosing Party disclosing the Confidential Information to the Receiving Party, the Receiving Party agrees to accept the Confidential Information subject to, and in accordance with, the terms of this Agreement, which will accordingly take effect and

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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;

“**Contract Work**” means the Contract Work to be carried out under contract by the Receiving Party [as per an agreement between the Disclosing Party and the Receiving Party, dated <<insert date>>, and the Confidential Information Agreement in Schedule 2] **OR** [as per the Confidential Information Agreement in Schedule 2], for which the Receiving Party is to disclose the Confidential Information;

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[“Data Protection Legis

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able legislation in force from time
United Kingdom applicable to data
privacy including, but not limited to,
the retained EU law version of the
Protection Regulation ((EU
forms part of the law of England
otland, and Northern Ireland by
on 3 of the European Union
t 2018); the Data Protection Act
ations made thereunder); and the
Electronic Communications
3 as amended;]

**[“controller”
“data controller”
“data processor”
“data subject”
“personal data”
“processing”
“processor” and
“appropriate technical a
organisational measur**

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meanings ascribed thereto in the
Legislation;]

“Intellectual Property Ri

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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;
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;

[“Processed Personal D

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

“Representatives”

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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

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["Shared Personal Data"

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

1.2 Unless the context of

reference in this Agreement to:

1.2.1 "writing", and any communication, includes a reference to any electronic or facsimile transmission or similar means;

ion, includes a reference to any electronic or facsimile transmission or

1.2.2 a statute or provision as referred to in this Agreement and each of the Schedules as in force at the relevant time;

is a reference to that statute or provision as in force at the relevant time;

1.2.3 "this Agreement" means this Agreement and each of the Schedules as in force at the relevant time;

this Agreement and each of the Schedules as in force at the relevant time;

1.2.4 a Schedule means a Schedule to this Agreement; and

ement; and

1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule.

ce to a Clause of this Agreement or paragraph of the relevant Schedule.

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

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.

or convenience only and shall have no effect upon the interpretation of this Agreement.

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

clude the plural and vice versa.

1.5 References to any gender include the other gender.

other gender.

1.6 References to persons include corporations.

tions.

2. Confidential Information

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

"Confidential Information" shall be the information designated at or before the time of disclosure as confidential, and any other information that falls within the further set out below in this Clause

2.1.1 [the fact that the Parties are taking place between the Parties in respect of Contract Work and the status of such discussions and the Contract Work the Receiving Party is carrying out

tations are taking place between the Parties in respect of Contract Work and the status of such the Receiving Party is carrying out

2.1.2 [the [existence of the Contract Work];

reement;]

2.1.3 any and all documents, information relating to:

information relating to:

a) the business of the Disclosing Party;

nts, or suppliers of the Disclosing Party;

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

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

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

, 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.

t out above shall apply whether or not commercially (or other) sensitive in nature, and in whatever form the Confidential Information

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2.3 Information shall not be Confidential Information if and to the extent that any of the provisions in Clause 10 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 maintain as secret and confidential all Confidential Information and shall not disclose, use, exploit, or reproduce any part of the Confidential Information directly or indirectly for any purpose other than the express written agreement of the Disclosing Party. Such unauthorised disclosures may include:

3.2.1 disclosing, whether directly or otherwise making available to any person except as expressly permitted by the Disclosing Party;

3.2.2 copying or creating any part of the Confidential Information except to the extent necessary for carrying out the Contract Work. Any such copying or creation shall be the property of the Disclosing Party;

3.2.3 reproducing (in any form or by any means) any part of the Confidential Information, or any other undisclosed aspects of the Confidential Information, including, but not limited to, related information;

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

3.2.5 carrying out any research, development, or invention, or any registered Intellectual Property Rights from the Confidential Information;

3.2.6 <<add further provisions as required>>.

3.3 The Receiving Party shall take all reasonable organisational, physical, and technical measures to protect the Confidential Information from any disclosure, including any measures proposed by the Disclosing Party to preserve the secrecy and confidentiality of the Confidential Information.

3.4 The Receiving Party shall not disclose the Confidential Information to:

3.4.1 any Confidential Information received from the Disclosing Party as a result of this Agreement;

3.4.2 any copies of the Confidential Information.

3.5 Upon the termination or completion of the Contract Work, the Receiving Party shall, on demand by the Disclosing Party, certify that all Confidential Information have been made known to the Disclosing Party or retained. [This is subject to the exception that the Receiving Party may retain one copy of Confidential Information in its <<insert responsible party, e.g. legal adviser's files for the sole purpose of enabling it to continue to provide services in accordance with the provisions of this Agreement that

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5.1.3 it keeps a
Confidential

Representatives to whom the
of it, is disclosed.

5.2 The Receiving Pa
Representatives wi
the acts or omissio
Party has complied

the acts or omissions of such
Confidential Information as if they were
Party, whether or not the Receiving

6. **Mandatory Disclosure**

6.1 Subject to the provi
Confidential Informa
law, by any court o
other regulatory o
requesting such dis

the Receiving Party may disclose
that such disclosure is required by
or by any government agency or
competent jurisdiction lawfully

6.2 Prior to disclosure
extent permitted by
such disclosure. If
Party shall, to the e
disclosure and the
practicable after the

the Receiving Party shall, to the
ng Party in writing in advance of
permitted by law, the Receiving
inform the Disclosing Party of the
ding it as soon as is reasonably
ce.

7. **[Disclosure of Personal D**

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7.1 The Confidential Inf
is to be disclosed b
sets out the type[s]
the [category] OR
nature, and purpos
sharing and proces

certain Shared Personal Data which
to the Receiving Party. Schedule 3
prising the Shared Personal Data,
ect to whom it relates, the scope,
arried out, and the duration of the

7.2 This Clause 7 est
Personal Data betw
Data shall be disclo
the extent reasonab

ct for the sharing of the Shared
controllers. The Shared Personal
arty to the Receiving Party only to
ying out of the Contract Work.

7.3 Both Parties shall a
and the rights of d
the Data Protection
relieve, remove, or
Legislation. Any ma
Party shall, if not re
other Party, give th
immediate effect.

their obligations as data controllers
er applicable requirements under
e 7 is in addition to, and does not
igations under the Data Protection
a Protection Legislation by either
period>> of written notice from the
to terminate this Agreement with

7.4 With respect to the
shall ensure it has i
the transfer of the S

ersonal Data, the Disclosing Party
es and consents in order to enable

7.5 With respect to the
shall:

ersonal Data, the Receiving Party

7.5.1 not disclose

ta to any third parties;

7.5.2 process the
necessary fo

ta only to the extent reasonably
Contract Work;

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7.5.3 ensure that Shared Personal Data is to be disclosed to confidential third parties and that are the Receiving Party;

es to whom the Shared Personal Data is disclosed to contractual obligations in relation to those Representatives that bind those Representatives as the obligations imposed upon the Receiving Party;

7.5.4 ensure that appropriate technical and organisational measures (as reviewed and approved by the Disclosing Party) are in place to prevent the unauthorised or unlawful processing of Shared Personal Data, having regard to the state of the art, the nature of the data, the potential for harm or damage to the data subjects, and the cost of implementing any such measures; and

appropriate technical and organisational measures (as reviewed and approved by the Disclosing Party) are in place to prevent the unauthorised or unlawful processing of Shared Personal Data, having regard to the state of the art, the nature of the data, the potential for harm or damage to the data subjects, and the cost of implementing any such measures; and

7.5.5 not transfer Shared Personal Data outside of the UK.

Shared Personal Data outside of the UK.

7.6 The Parties shall assist each other in complying with their respective obligations under applicable data protection legislation. Such assistance shall include, but not be limited to:

complying with their respective obligations under applicable 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 Disclosing Party, including, but not limited to, in the event of a data breach;

contact details of its data protection officer and/or its Representatives as a point of contact for the Disclosing Party, including, but not limited to, in the event of a data breach;

7.6.2 consulting with the Disclosing Party in respect to information and notices provided to data subjects;

respect to information and notices provided to data subjects;

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

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 subject request without prior consultation with the other Party, where reasonably possible;

disclosing any Shared Personal Data in response to a subject request without prior consultation with the other Party, where reasonably possible;

7.6.5 assisting the Disclosing Party] in respect to a subject request;

assisting the Disclosing Party] in respect to a subject request;

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

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

7.6.7 notifying the Disclosing Party of a breach of the Data Protection Legislation which affects the Shared Personal Data;

breach of the Data Protection Legislation which affects the Shared Personal Data;

7.6.8 notifying the Disclosing Party of a personal data breach affecting the Shared Personal Data which may result in a delay;

personal data breach affecting the Shared Personal Data which may result in a delay;

7.6.9 using appropriate technical and organisational measures to ensure the processing of the Shared Personal Data in order to prevent the unauthorised or unlawful processing of the Shared Personal Data;

processing of the Shared Personal Data;

7.6.10 deleting or destroying Shared Personal Data at the expiry of this Clause 7, or at the expiry of any applicable period of retention;

at the expiry of this Clause 7, or at the expiry of any applicable period of retention;

7.6.11 maintaining accurate and up-to-date records and other information relating to the processing of Shared Personal Data;

and accurate records and other information relating to the processing of Shared Personal Data.

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7.7 Each Party shall indemnify the other Party 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) and any professional costs and expenses) suffered or incurred by the Party arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation. The indemnifying Party shall provide the indemnified Party with the circumstances of the claim, and the indemnified Party shall manage, defend, and/or settle the claim.]

Each Party shall indemnify the other Party 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) and any professional costs and expenses) suffered or incurred by the Party arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation. The indemnifying Party shall provide the indemnified Party with the circumstances of the claim, and the indemnified Party shall manage, defend, and/or settle the claim.]

8. **[Disclosure of Personal Data Processing]**

Processing

8.1 The Confidential Information which is to be disclosed to the Receiving Party is to be processed by the Disclosing Party in the course of carrying out the Contract Work. The [categories] of data to be processed, the scope, nature, and purpose of processing to be carried out.

certain Processed Personal Data to the Receiving Party to be processed by the Disclosing Party's behalf in the course of carrying out the Contract Work. Schedule 3 sets out the type[s] of Personal Data, the [category] OR categories, the scope, nature, and purpose of the processing.

8.2 This Clause 8 establishes the Disclosing Party's capacity as a data processor on behalf of the Disclosing Party. The Disclosing Party shall be responsible for the processing of the Processed Personal Data by the Receiving Party only in connection with the Contract Work.

for the processing of the Processed Personal Data in its capacity as a data processor on behalf of the Disclosing Party. The Disclosing Party shall be responsible for the processing of the Processed Personal Data by the Receiving Party only in connection with the Contract Work.

8.3 Each Party shall comply with its respective obligations as data controller and data processor under applicable requirements. This Clause 8 is in addition to, and does not limit, the obligations under the Data Protection Legislation. Any material breach of the obligations shall, if not remedied within <<insert period>> of days, give the other Party grounds to terminate the Contract Work with immediate effect.

their respective obligations as data controller and data processor under applicable requirements. This Clause 8 is in addition to, and does not limit, the obligations under the Data Protection Legislation. Any material breach of the obligations shall, if not remedied within <<insert period>> of days, give the other Party grounds to terminate the Contract Work with immediate effect.

8.4 Without prejudice to Clause 8.3, the Disclosing Party shall ensure it has implemented appropriate technical and organisational measures to ensure the lawful transfer of Personal Data to the Receiving Party for the duration and purpose of the Contract Work.

Without prejudice to Clause 8.3, the Disclosing Party shall ensure it has implemented appropriate technical and organisational measures to ensure the lawful transfer of Personal Data to the Receiving Party for the duration and purpose of the Contract Work.

8.5 Without prejudice to Clause 8.3, the Receiving Party shall, with respect to the processing of Personal Data and its performance of the Contract Work:

Without prejudice to Clause 8.3, the Receiving Party shall, with respect to the processing of Personal Data and its performance of the Contract Work:

8.5.1 process the Personal Data only on the written instructions of the Disclosing Party unless otherwise required by law. The Receiving Party shall promptly notify the Disclosing Party of such processing unless prohibited from doing so by law.

process the Personal Data only on the written instructions of the Disclosing Party unless otherwise required by law. The Receiving Party shall promptly notify the Disclosing Party of such processing unless prohibited from doing so by law.

8.5.2 ensure that appropriate technical and organisational measures (as reviewed and approved by the Disclosing Party) are in place to prevent the unauthorised or unlawful disclosure, loss or destruction of, or

ensure that appropriate technical and organisational measures (as reviewed and approved by the Disclosing Party) are in place to prevent the unauthorised or unlawful disclosure, loss or destruction of, or

reputation, and all indemnity basis) and suffered or incurred with the indemnifying Party Protection Legislation indemnifying Party the circumstances with the claim, and claim.]

9. **Proprietary Rights**

The Confidential Information shall remain the property of the disclosing Party and the disclosure of the Confidential Information upon the Receiving Party Information.

10. **Exceptions to Non-Disclosure**

The obligations set out in this clause shall not apply [(where the same can be established by the Receiving Party)] to any information which:

- 10.1.1 is already known to the Receiving Party at the time of its disclosure and the Receiving Party is free of any obligation of confidentiality with respect to it;
- 10.1.2 is in, or comes from, the public domain through any breach of this Agreement or other written or oral disclosure by the Receiving Party, general circulation in the public domain, or otherwise;
- 10.1.3 is received by the Receiving Party from a third party free of any obligation of confidentiality, and the Receiving Party is not in breach of this Agreement [or any other agreement between the Receiving Party and the Disclosing Party];
- 10.1.4 is, prior to disclosure, already in the possession of the Receiving Party, already independently developed by the Receiving Party, or otherwise;
- 10.1.5 is disclosed to the Receiving Party by the Disclosing Party free of any obligation of confidentiality, and the Receiving Party is not in breach of those set out in this Agreement;
- 10.1.6 is approved in writing by the Disclosing Party;
- 10.1.7 is declared confidential by the Disclosing Party in writing to no longer be confidential;
- 10.1.8 is required to be disclosed to the Receiving Party under the Freedom of Information Act 2000;
- 10.1.9 is required to be disclosed to the Receiving Party by a government authority, or by any other person, provided that the Receiving Party notifies the Disclosing Party in advance of such disclosure.

legal costs (calculated on a full indemnity basis) and professional costs and expenses) arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation. The indemnified Party provides the indemnifying Party with such claim, full information about the claim, and such reasonable assistance in dealing with the claim, as to manage, defend, and/or settle the claim.

Proprietary Rights subsisting therein (including any Intellectual Property Rights for its licensors, as appropriate) and the Receiving Party shall not confer any rights in any part of the Confidential Information.

Confidential Information shall not include any information which is merely elementary evidence produced by the Receiving Party.

Disclosure of, the Receiving Party at the time of its disclosure, and the Receiving Party is free of any obligation of confidentiality with respect to it;

through any breach of this Agreement or other written or oral disclosure by the Receiving Party, general circulation in the public domain, or otherwise;

from a third party free of any obligation of confidentiality, and the Receiving Party is not in breach of this Agreement [or any other agreement between the Receiving Party and the Disclosing Party];

g Party, already in the possession of the Receiving Party, already independently developed by the Receiving Party, or otherwise;

ne Disclosing Party free of any obligation of confidentiality, and the Receiving Party is not in breach of those set out in this Agreement;

y the Disclosing Party;

arty in writing to no longer be confidential;

ceiving Party under the Freedom of Information Act 2000;

competent jurisdiction, or by any other person, provided that the Receiving Party notifies the Disclosing Party in advance of such disclosure.

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

21. 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.

22. Law and Jurisdiction

22.1 This Agreement (including any amendments) shall govern all matters and obligations arising therefrom or associated with it, and shall be governed by, and construed in accordance with, the law of England and Wales.

22.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments) shall be referred to and finally determined within the jurisdiction of the courts of England and Wales.

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

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

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The Confidential Information

<<Insert outline description and ar
the Disclosing Party to the Receiv

tial Information to be disclosed by

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[The Contract Work

<<Insert a detailed statement of the Contract Work for which the Confidential Information is to be disclosed and the Receiving Party may use the Confidential Information>>]

Work for which the Confidential Information is to be disclosed and the Receiving Party may use the Confidential Information>>]

OR

[The Contract Work

<<Attach a copy of the agreement between the Contracting Party and the Receiving Party under which the Receiving Party is to perform the Contract Work>>]

ing Party and the Receiving Party under which the Receiving Party is to perform the Contract Work>>]

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1. Personal Data [Sharing] OR [Processing]

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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