# CONTRACTO AGREEMENT

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### THIS AGREEMENT is made the

### **BETWEEN:**

- (1) <<Name of Disclosing Part under number <<Company [of] <<insert Address>> ("tl
- (2) <<Name of Receiving Part under number <<Company [of] <<insert Address>> ("tl

### **WHEREAS:**

- (1) The Disclosing Party carri and wishes to disclose to outlined in Schedule 1) wh to be only for the purposes
- (2) The Disclosing Party wis confidential and to preven that information to third par
- (3) In consideration of the Dis Receiving Party, the Recei Information subject to, and accordingly take effect and

### IT IS AGREED as follows:

- Definitions and Interpreta
  - 1.1 In this Agreement expressions have the

"Confidential Informatio

"Contract Work"



ed in <<Country of Registration>> whose registered office is at] OR

ed in <<Country of Registration>> whose registered office is at] **OR** 

<insert description of business>> rtain Confidential Information (as Disclosing Party (such disclosure out in Schedule 2).

Confidential Information is kept om misusing or further disclosing

the Confidential Information to the that it will accept the Confidential erms of this Agreement, which will

therwise requires, the following

e meaning set out in Clause 2 of

to be carried out under contract ng Party [as per an agreement Parties, dated <<insert date>>, Agreement in Schedule 2] OR [as dule 2], for which the Receiving the Confidential Information;



### ["Data Protection Legisl

["controller" "data controller" "data processor" "data subject" "personal data" "processing" "processor" and "appropriate technical a organisational measur

"Intellectual Property Ri

["Processed Personal D

"Representatives"

able legislation in force from time nited Kingdom applicable to data rivacy including, but not limited to, he 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 Flectronic Communications 3 as amended;]

meanings ascribed thereto in the Legislation;

and all rights (whether or not registrable) subsisting in any hy patents, trade marks, service d designs, applications (and rights of those rights), trade, business mes, 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 subsist; and

le for past infringements of any of

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

on to either Party, its officers and essional advisers or consultants se that Party, contractors or subaged by that Party, and any other the other Party agrees in writing fidential Information may



### ["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
  - 1.2.1 "writing", an communicat similar mear
  - 1.2.2 a statute or provision as
  - 1.2.3 "this Agreer Schedules a
  - 1.2.4 a Schedule
  - 1.2.5 a Clause or (other than t
  - 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

reference in this Agreement to:

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

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time:

ement; and

re to a Clause of this Agreement graph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.

### 2. Confidential Information

- 2.1 For the purposes of information outlined time of disclosure information that falls 2. This includes:
  - 2.1.1 [the fact tha the Parties discussions the Contract
  - 2.1.2 [the [existen
  - 2.1.3 any and all d
    - a) the b Party
    - b) the c
  - 2.1.4 further information Confidential
- 2.2 The definition of Co not the Confidentia nature, and in whate exists or is commun

fidential Information" shall be the mation designated at or before the y as confidential, and any other urther set out below in this Clause

tiations are taking place between t Work and the status of such he Receiving Party is carrying out

eement;]

information relating to:

nts, or suppliers of the Disclosing

roduct information, trade secrets, ation of the Disclosing Party; and

or findings derived from the

t out above shall apply whether or commercially (or other) sensitive form the Confidential Information



2.3 Information shall no the extent that any

e) Confidential Information if and to in Clause 10 apply.

### 3. Receiving Party's Confid

- 3.1 The Disclosing Pai Information that it n into this Agreement
- 3.2 The Receiving Part maintain as secret reproduce any par indirectly for any puthe express writte purposes may inclu
  - 3.2.1 disclosing, v any part of expressly pe
  - 3.2.2 copying or o except to the Work. Any so be the property of the property
  - 3.2.3 reproducing Information, of the Conf Confidential
  - 3.2.4 using the C procure (or Receiving Page 1997)
  - 3.2.5 carrying or developmen Rights from
  - 3.2.6 <<add further
- 3.3 The Receiving Par technical measures Disclosing Party fro of the Confidential I
- 3.4 The Receiving Party
  - 3.4.1 any Confide document or
  - 3.4.2 any copies n
- 3.5 Upon the terminatic completion of the C Party, the Receiving the Disclosing Part Party certifying that or retained. [This is may retain one copparty, e.g. legal advenabling it to contil

other interest in all Confidential iving Party after the Parties enter

ovisions of Clause 10, at all times nall not disclose, use, exploit, or onfidential Information directly or ing out the Contract Work without osing Party. Such unauthorised

tly, or otherwise making available nation to any person except as ht;

art of the Confidential Information ary for carrying out the Contract nade by the Receiving Party shall v:

luce) any part of the Confidential ver otherwise undisclosed aspects uding, but not limited to, related

whether directly or indirectly, to y commercial advantage for the advantage to the Disclosing Party;

naking any inventions, further ny registered Intellectual Property dential Information:

as required>>.

able organisational, physical, and able measures proposed by the rve the secrecy and confidentiality

ds of:

d from the Disclosing Party as a

onfidential Information.

ment for any reason, following the ner, on demand by the Disclosing onfidential Information forthwith to ide a certificate to the Disclosing ential Information have been made exception that the Receiving Party rmation in its <<insert responsible tc>>'s files for the sole purpose of provisions of this Agreement that

may extend beyond

3.6 Nothing in this Agre skills and experie Representatives pri

Receiving Party from using mere Receiving Party or any of its he Contract Work.

### 4. Storage of Confidential Ir

- The Receiving Part 4.1 at [its premises at not at any time all removed from lits p
- 4.2 Where the Receivi form, it must be stor
- 4.3 Where the Receiving the Confidential In device] OR [local address>>1 OR [<< be stored on a remo local computer or accessible over the not accessible via network and must computers or device or devices] shall no Confidential Inform devices on which using [a] password access the Confid device] OR [compu must be stored in a
- 4.4 The Disclosing Part at which the Receive less than <<insert satisfied with any shall have the rig arrangements as it in this Agreement.

### 5. **Permitted Disclosure**

- 5.1 The Receiving Pa Confidential Informa Contract Work prov
  - 5.1.1 it informs s Confidential
  - Disclosing F this Agreem upon those binding upor

onfidential Information is kept only [<<insert location(s)>>] and shall mation or any part thereof to be n] OR [those locations].

fidential Information in hardcopy hen not in use.

idential Information electronically, ed only on a local computer or at lits premises at <<insert Confidential Information shall not nfidential Information stored on [a uters or devices] [may be made hich it is connected, provided it is ot be made accessible over any at computer or device] OR [those mputer or device OR (computers) twork at any time while storing the or device] OR [computers or tion is stored must be protected ed only with those authorised to n not in use, the [computer or store the Confidential Information

access and inspect the location[s] Confidential Information upon not e. If the Disclosing Party is not Party's storage arrangements, it h reasonable changes to those satisfy the requirements described

s Representatives such of the cessary for the carrying out of the

f the confidential nature of the bsure:

ves written undertakings to the substantially the same terms as enforceable by it and are binding ame extent as this Agreement is

5.1.3 it keeps a Confidential

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

### 6. **Mandatory Disclosure**

- 6.1 Subject to the provi
  Confidential Informa
  law, by any court o
  other regulatory o
  requesting such dis
- 6.2 Prior to disclosure extent permitted by such disclosure. If Party shall, to the disclosure and the practicable after the

### 7. [Disclosure of Personal D

- 7.1 The Confidential Inf is to be disclosed be sets out the type[sthe [category] OR | nature, and purposts sharing and process
- 7.2 This Clause 7 est
  Personal Data betw
  Data shall be discle
  the extent reasonab
- 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 the immediate effect.
- 7.4 With respect to the shall ensure it has i the transfer of the S
- 7.5 With respect to the shall:
  - 7.5.1 not disclose
  - 7.5.2 process the necessary for

Representatives to whom the of it, is disclosed.

the acts or omissions of such ential Information as if they were rty, whether or not the Receiving

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

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 ice.

### aring

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

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

neir obligations as data controllers er applicable requirements under 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

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

ersonal Data, the Receiving Party

a to any third parties;

a only to the extent reasonably Contract Work;

# 7.5.3 ensure that Data is to be to confidenti and that are the Receivin

- 7.5.4 ensure that measures (a Disclosing I processing damage to, technologica measures; a
- 7.5.5 not transfer
- 7.6 The Parties shall obligations under include, but not be
  - 7.6.1 providing the officer and/o contact for including, but data breaches
  - 7.6.2 consulting w provided to
  - 7.6.3 informing th requests an same;
  - 7.6.4 not disclosing response to with the other
  - 7.6.5 assisting the Party] in res
  - 7.6.6 assisting the Party] in concepts and a session assistion and a session are a session are a session and a session are a ses
  - 7.6.7 notifying the Legislation v
  - 7.6.8 notifying the Shared Pers
  - 7.6.9 using compa Data in orde
  - 7.6.10 deleting or Personal Da expiry of this applicable po
  - 7.6.11 maintaining information t

es to whom the Shared Personal contractual obligations in relation that bind those Representatives as the obligations imposed upon

riate technical and organisational as reviewed and approved by the st the unauthorised or unlawful idental loss or destruction of, or ata, having regard to the state of cost of implementing any such

hal Data outside of the UK.

complying with their respective gislation. Such assistance shall

ntact details of its data protection its Representatives as a point of the Data Protection Legislation nce, training, and the handling of

respect to information and notices he Shared Personal Data:

e receipt of data subject access assistance in complying with the

ng any Shared Personal Data in request without prior consultation hably possible;

cost] **OR** [at the cost of the other a subject request;

cost] OR [at the cost of the other tions under the Data Protection impact assessments, breach the Information Commissioner's visory authorities or regulators;

breach of the Data Protection

rsonal data breach affecting the delay;

rocessing of the Shared Personal

t of the other Party, the Shared ies thereof on the termination or any legal requirement to retain any

and accurate records and other ce with this Clause 7.

7.7 Each Party shall in damages, and loss consequential loss reputation, and all indemnity basis) ar suffered or incurred with the indemnify Protection Legislat indemnifying Party the circumstances with the claim, and claim.1

## 8. [Disclosure of Personal D

- 8.1 The Confidential Ir which is to be discled processed by the course of carrying of personal data complete [categories] of data of processing to be
- 8.2 This Clause 8 estal
  Personal Data by t
  behalf of the Disc
  Processed Persona
  Receiving Party onl
  the Contract Work.
- 8.3 Each Party shall controller and data applicable requirem is in addition to, a obligations under the Data Protection Lessinsert period>> of grounds to terminat
- 8.4 Without prejudice t shall ensure it has i the lawful transfer of the duration and pu
- 8.5 Without prejudice t shall, with respect t Contract Work:
  - 8.5.1 process the of the Disclo to process t shall prompore prohibited from
  - 8.5.2 ensure that measures (a Disclosing I processing

nst all liabilities, costs, expenses, imited to, any direct, indirect, or of business opportunity, loss of legal costs (calculated on a full professional costs and expenses) ty arising out of or in connection esentatives') breach of the Data indemnified Party provides the such claim, full information about reasonable assistance in dealing nanage, defend, and/or settle the

### ocessing

certain Processed Personal Data Party to the Receiving Party to be Disclosing Party's behalf in the Schedule 3 sets out the type[s] of Personal Data, the [category] OR es, the scope, nature, and purpose tion of the processing.

r the processing of the Processed capacity as a data processor on acity as a data controller. The d by the Disclosing Party to the y necessary for the carrying out of

leir respective obligations as data ts of data subjects, and all other tection Legislation. This Clause 8 emove, or replace either Party's lation. Any material breach of the ty shall, if not remedied within other Party, give the other Party mediate effect.

Clause 8.3, the Disclosing Party es and consents in order to enable al Data to the Receiving Party for

Clause 8.3, the Receiving Party al Data and its performance of the

ta only on the written instructions ceiving Party is otherwise required Data by law. The Receiving Party Party of such processing unless

riate technical and organisational as reviewed and approved by the st the unauthorised or unlawful idental loss or destruction of, or damage to, t technologica measures;

- 8.5.3 ensure that Personal Da in relation Representat imposed upo
- 8.5.4 not transfer
- 8.5.5 assist the Disclosing Frotection L notifications, Office and a
- 8.5.6 inform the I requests an same:
- 8.5.7 not disclose response to with the Disc
- 8.5.8 assist the Disclosing P
- 8.5.9 notify the Legislation v
- 8.5.10 notify the D Processed F
- 8.5.11 delete or ret Personal Da expiry of this applicable p
- 8.5.12 maintain all information t
- 8.6 The Receiving Part Personal Data to a the Disclosing Party
- 8.7 [Where the Disclost processor under su agreement with the substantially similar shall remain fully processor so appoir
- 8.8 Either Party may, a this Clause 8, repl similar terms that for shall apply and repl
- 8.9 Each Party shall in damages, and loss consequential loss

Data, having regard to the state of cost of implementing any such

atives to whom the Processed subject to contractual obligations data protection that bind those ntially the same as the obligations this Agreement;

sonal Data outside of the UK:

wn cost] **OR** [at the cost of the its obligations under the Data urity, impact assessments, breach the Information Commissioner's visory authorities or regulators;

ne receipt of data subject access assistance in complying with the

any Processed Personal Data in request without prior consultation easonably possible;

wn cost] **OR** [at the cost of the y other data subject request;

breach of the Data Protection

ersonal data breach affecting the due delay;

e Disclosing Party, the Processed ies thereof on the termination or any legal requirement to retain any

and accurate records and other ce with this Clause 8.

the processing of the Processed ithout the prior written consent of

the appointment of a third-party ring Party shall enter into a written r incorporating terms which are his Clause 8. The Receiving Party missions of any such third-party

ast <<insert period>> notice, alter able data processing clauses or certification scheme. Such terms chment to this Agreement.

nst all liabilities, costs, expenses, imited to, any direct, indirect, or of business opportunity, loss of



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

### 9. **Proprietary Rights**

The Confidential Informati shall remain the property of the disclosure of the Confiupon the Receiving Party Information.

### 10. Exceptions to Non-Discle

The obligations set out in t apply [(where the same ca Receiving Party)] to any int

- 10.1.1 is already kr time of its d is free of any
- 10.1.2 is in, or com or other wi circulation in
- 10.1.3 is received obligations of provided such similar agree
- 10.1.4 is, prior to di of the Rece Receiving Pa
- 10.1.5 is disclosed obligations of
- 10.1.6 is approved
- 10.1.7 is declared confidential:
- 10.1.8 is required to of Information
- 10.1.9 is required I government provided the advance of s

legal costs (calculated on a full professional costs and expenses) ty arising out of or in connection esentatives') breach of the Data indemnified Party provides the such claim, full information about reasonable assistance in dealing nanage, defend, and/or settle the

Property Rights subsisting therein tits licensors, as appropriate) and Receiving Party shall not confer in any part of the Confidential

У

Confidential Information shall not nentary evidence produced by the

sion of, the Receiving Party at the ng Party, and the Receiving Party fidentiality with respect to it;

igh any breach of this Agreement of the Receiving Party, general

- r from a third party free of any those set out in this Agreement, breach of this Agreement [or any party and the Disclosing Party];
- g Party, already in the possession independently developed by the
- he Disclosing Party free of any those set out in this Agreement;
- y the Disclosing Party;
- rty in writing to no longer be
- eceiving Party under the Freedom

competent jurisdiction, or by any sting the same to be disclosed notifies the Disclosing Party in

### 11. **Term**

11.1 This Agreement sh confidentiality set o Contract Work, whi by giving <<insert reference to contract>>] OR [for by the Disclosing P subject only to the expression of the

11.2 As fully detailed in Agreement for any sooner, on demand the Confidential Information copies thereof are to be retained in department etc>>'s

### 12. Enforcement and Indemn

- 12.1 Both Parties herek adequate remedy for
- 12.2 The Disclosing Par remedies which ma specific performan Agreement by the R
- 12.3 In addition to any rice Party may be entious against all liabilities limited to, any direct business opportunit costs (calculated professional costs Party arising out of Representatives') be breaches of the Dat [8.9])] provided that prompt notice of a giving rise to the clauther sole authority to

### 13. No Further Obligation

The Disclosing Party shal transaction or agreement winformation to the Receiving

### 14. No Partnership or Agenc

14.1 Nothing in this Ag between the Partie authorise either Partie of the other Party.

<insert date>>. The obligations of
Il continue [for the duration of the
the Disclosing Party [at any time
OR [in accordance with <<insert
ance with <<insert reference to
th may be shortened or extended
g written notice] OR [indefinitely]],
se 10.</pre>

the termination or expiry of this npletion of the Contract Work or, if the Receiving Party shall return g Party and shall ensure that no nited exception allowing one copy party, e.g. legal advisor, legal

amages alone would not be an eiving Party of this Agreement.

e to any and all other rights and led to the remedies of injunction, e relief for any breach of this threatened.

r at law or in equity to which either y agrees to indemnify the other ges, and losses (including, but not ntial losses, loss of profit, loss of d all interest, penalties, and legal asis) and all other reasonable or incurred by the indemnified the indemnifying Party's (or its [(including, where applicable, any as set out in sub-Clause [7.7] OR ovides the indemnifying Party with rmation about the circumstances are in dealing with the claim, and settle the claim.

n either to enter into any further r to provide any, or any particular,

any partnership or joint venture the agent of the other Party, or any commitments for or on behalf

14.2 Each Party hereby benefit of any other

### 15. Non-Assignment of Agre

Neither Party may assign available to any third party prior written consent of a withheld.

### 16. Entire Agreement

This Agreement contains the subject matter and may not the duly authorised representations.

### 17. Variation

No variation of or addition to by each of the Parties or by

### 18. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

### 19. Severance

The Parties agree that, i Agreement is found to be oprovisions shall be deem remainder of this Agreeme

### 20. Communication

- 20.1 All notices under th if signed by the Par as appropriate.
- 20.2 Notices shall be dea
  - 20.2.1 when delive registered m
  - 20.2.2 when sent, transmission
  - 20.2.3 on the fifth ordinary mai
  - 20.2.4 on the tent postage pre

on its own behalf and not for the

, or in any other manner make len of this Agreement without the consent not to be unreasonably

veen the Parties with respect to its an instrument in writing signed by

e effective unless in writing signed n on its behalf.

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

r more of the provisions of this wise unenforceable, that or those mainder of this Agreement. The rceable.

writing and be deemed duly given a duly authorised officer thereof,

### given:

ier or other messenger (including siness hours of the recipient; or

mile or email and a successful spenerated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

20.3 All notices under address, facsimile r

### 21. Third Party Rights

Unless expressly stated o under the Contracts (Righ Agreement.

### 22. Law and Jurisdiction

- 22.1 This Agreement (in therefrom or associaccordance with, the
- 22.2 Any dispute, contro this Agreement (ind therefrom or associ of England and Wal

SIGNED for and on behalf of the E <<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: \_\_\_\_\_

e addressed to the most recent notified to the other Party.

t does not give rise to any rights 1999 to enforce any term of this

ual matters and obligations arising governed by, and construed in ales.

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

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### **The Confidential Information**

<<Insert outline description and ar the Disclosing Party to the Receivi itial Information to be disclosed by

### [The Contract Work

<<Insert a detailed statement d
Information is to be disclosed a
Confidential Information>>]

OR

### [The Contract Work

<< Attach a copy of the agreeme under which the Receiving Party is

Work for which the Confidential ne Receiving Party may use the

ng Party and the Receiving Party t Work>>]



### 1. Personal Data [Sharing] OR [F

### Scope

<< Insert description of the scope of

### **Nature**

<< Insert description of the nature

### **Purpose**

<<Insert description of the purpose out>>.

### **Duration**

<< Insert details of the duration of t

### 2. Types of Personal Data

<<Li>the types of personal data t

### 3. Categories of Data Subject

<<List the categories of data subje

### 4. Organisational and Technical

<< Describe the organisational and

essing to be carried out>>.

arried out>>.

and/or processing is to be carried

ssing>>.

ssed>>.

res

e implemented>>.]

