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“Confidential Information”

either Party, information which is provided by the other Party pursuant to this Agreement (whether orally or in writing or by any other medium, and whether or not the information is expressly stated to be confidential or otherwise). This shall include, but not be limited to, information [and contained in] <<insert relevant information>>;

1. Confidentiality

1.1 Each Party undertakes that, unless otherwise authorised in writing (which may be withheld), they shall not disclose [for <<insert period>>]

provided by sub-Clause X.2 or as otherwise authorised with consent not to be unreasonably withheld, the continuance of this Agreement and

- a) keep confidential the Confidential Information;
- b) not disclose the Confidential Information to any other party;
- c) not use any Confidential Information for any purpose other than as contemplated in this Agreement;
- d) not make any Confidential Information available in any way, or part with possession of any Confidential Information;
- e) ensure that its employees, directors, officers, agents, or subcontractors do not act which, if done by that Party, would be a breach of this Clause X.

information; Confidential Information to any other party; Confidential Information for any purpose other than as contemplated in this Agreement; Confidential Information in any way, or part with possession of Confidential Information; its employees, directors, officers, agents, or subcontractors do not act which, if done by that Party, would be a breach of this Clause X.

1.2 Subject to sub-Clause X.4, the disclosing Party may disclose Confidential Information to:

the disclosing Party may disclose any Confidential Information to:

- a) any sub-contractors or suppliers;
- b) any government bodies or regulatory body; [or]
- c) <<insert address>>; or]
- d) any employees, directors, officers, agents, or subcontractors or any of the aforementioned persons, parties or entities.

suppliers; or regulatory body; [or] >>; or] any of the aforementioned

1.3 Disclosure under sub-Clause X.2 shall be made only to the extent that it is necessary for the performance of this Agreement, or as required by law. In each case, the disclosing Party shall first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause X.4, the recipient shall be required to advise and submit to the other Party a written undertaking to keep the Confidential Information confidential and to disclose it only for the purposes for which the disclosure is made.

made only to the extent that it is necessary for the performance of this Agreement, or as required by law. In each case, the disclosing Party shall first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause X.4, the recipient shall be required to advise and submit to the other Party a written undertaking to keep the Confidential Information confidential and to disclose it only for the purposes for which the disclosure is made.

1.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, if the Confidential Information is or becomes public knowledge through no fault of that Party.

information for any purpose, or disclose Confidential Information if the Confidential Information is or becomes public knowledge through no fault of that Party.

1.5 When using or disclosing Confidential Information under sub-Clause X.4, the disclosing Party must not disclose any part of that Confidential Information which is not knowledge.

information under sub-Clause X.4, the disclosing Party must not disclose any part of that Confidential Information which is not knowledge.

1.6 The provisions of the
terms, notwithstanding

shall be in force in accordance with their
Master Services Agreement for any reason.

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