



INDUSTRIAL DESIGN CONSULTANCY

Non-Disclosure Agreement

Dated this <Date> (the 'Effective Date')

BETWEEN

<Company_name>

<office_address>

<office_address>

<office_address>

<office_address>

AND

Industrial Design Consultancy Ltd

The Portland Business Centre, Manor House Lane, Datchet, Berkshire, SL3 9EG UK

WHEREAS

(1) <Company_name> (hereinafter known as <Short_name>), and its group companies, as defined in section 736 of the Companies Act 1985, desires to discuss with **Industrial Design Consultancy** certain matters regarding product.

(2) one party hereto ("DISCLOSING PARTY") may disclose to the other party hereto ("RECIPIENT"), the Confidential Information subject to the following terms and conditions hereinafter contained.

NOW THEREFORE, the parties agree as follows:

1. Definitions

For the purposes of this Agreement, 'the Confidential Information' means:

All information not generally known by the public, relating to products, sales, programs, procurement or business of Disclosing Party, its subsidiaries and its customers, including, but not limited to data, programs, customer or contact lists, sources of supply, prospects or projections, business practices and agreements, financial information, drawings, manufacturing techniques, processes, formulas, research or experimental work, work in process, intellectual property including, but not limited to, any inventions, patents, trademarks, service marks, copyrights, trade secrets, know-how, films, scripts, ideas, creations, and properties invented, created, written, developed, furnished, produced, disclosed by Disclosing Party or observed by User.

2. Obligations

The RECIPIENT shall:

- 2.1 exercise in relation to the Confidential Information no lesser security measures and degree of care than that which it applies to its own confidential information and which it warrants as providing adequate protection against any unauthorised disclosure, copying or use;

- 2.2 not disclose the Confidential Information to any third party other than with prior written consent of the DISCLOSING PARTY or in accordance with the provisions of this Agreement; To ensure that its employees are only given access to the Confidential Information on a “need to know” basis for the purposes of dealing with the DISCLOSING PARTY, and that these employees are informed of its confidentiality.
- 2.3 not use the Confidential Information for any purpose other than for the purpose for which it was disclosed
- 2.4 not to disclose any Confidential Information that is received orally from DISCLOSING PARTY for which RECIPIENT has received notice of confidentiality as provided for herein, to any other person, or use such information, except for the purposes described above.

3. Exceptions

RECIPIENT shall not be obligated by this Agreement to protect information which:

- 3.1 Is at the date of this Agreement already known to RECIPIENT; or
- 3.2 is independently developed by RECIPIENT without use or reference to Confidential Information; or
- 3.3 is at the date of this Agreement or at any time after the date of this Agreement or becomes publicly known through no breach of this Agreement by RECIPIENT; or
- 3.4 is furnished to a third party by DISCLOSING PARTY without a similar restriction on the third party's rights; or
- 3.5 is received by the RECIPIENT from a third party without similar restriction and without breach of this Agreement; or
- 3.6 is approved for release by written authorisation of DISCLOSING PARTY.

4. Disclosure

In the event that the DISCLOSING PARTY orally discloses its confidential information to the RECIPIENT, the DISCLOSING PARTY shall state that the information disclosed is confidential information at the time of disclosure and promptly notify the RECIPIENT in writing of the oral disclosure, within 30 days of such disclosure, identifying the place and date of oral disclosure, the names of the employees of the other party to whom the disclosure was made and the type of information disclosed.

Upon written request and at DISCLOSING PARTY's option, RECIPIENT shall promptly return or destroy all written data delivered by DISCLOSING PARTY to RECIPIENT pursuant to this Agreement. Except that in the case of a product going into production each part may keep a copy of the information relating to that project for the sole purpose of defending itself in any product liability action.

5. Intellectual Property Rights

Nothing contained in this Agreement shall be construed as granting or conferring intellectual property rights or any other such rights by license or otherwise by either party to the other.

6. Relationship of the Parties

The parties do not intend that any agency or partnership or exclusive relationship be created between them by this Agreement.

7. Assignment

This Agreement shall not be assignable.

8. Duration

This Agreement shall come into effect on the date of this Agreement and shall continue in full force and effect for a period of 3 years from the last disclosure of Confidential Information under this Agreement. This Agreement shall have effect for 3 years from the Effective date at which time it shall terminate.

9. Entire Agreement

This AGREEMENT shall constitute the entire understanding between <Short_name> and Industrial Design Consultancy with respect to the disclosure of Confidential Information hereunder and may not be modified except by agreement in writing signed by <Short_name> and <name>.

10. Waiver and Severance

Failure by either party to enforce any right under this Agreement shall not constitute waiver of such right, nor shall such failure prevent subsequent enforcement of such right. In the event that any Court shall deem any part of this Agreement to be void or unenforceable, that part shall be deemed severable and effect shall be given to the remainder of the Agreement.

11. Jurisdiction

This Agreement is governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the courts of England & Wales for the purposes of any suit, action or other proceedings arising out of this Agreement.

IN WITNESS WHEREOF, <Short_name> and Industrial Design Consultancy have hereby executed this Non-Disclosure Agreement as of the day and year first written above.

Signed For and On Behalf Of:

Signed For and On Behalf Of:

by:

by:

Name:

Name:

Position:

Position:

Signed:

Signed: