**This agreement is made on DD/MM/YYYY (the ‘Effective Date)**

**Between:**

**The West Group Ltd** (Company Number 01273971) whose registered office is at: 29 Aston Road, Waterlooville, Hampshire, PO7 7XJ, United Kingdom

**And**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Registered Address:** |  |
|  |  |
|  |  |

Herein referred to as the **“Parties” or “Party”**

**Whereas:**

1. The Parties wish to engage in confidential discussions in relation to the supply of goods or services to either party.

(2) During such discussions and negotiations, it may be necessary for either or both of the parties (the “**Disclosing Party**”) to disclose Confidential Information (as defined below) to the other party (the “**Recipient**”).

(3) The parties agree to enter into a confidential relationship in order to protect their respective Proprietary and Confidential Information (“**Confidential Information**”) from unauthorised disclosure or use, and to define their mutual rights and obligations in respect of the Confidential Information.

1. **Definitions:**

‘**Confidential Information**’ shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to patent and patent applications, proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, data, databases, know-how, processes, apparatus, equipment, algorithms, copyrights, software programs, software source documents, formulae, trade and business names, trademarks, service marks and designs related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, sales and merchandising, marketing plans and information provided by the Disclosing Party to the Recipient relating to third parties.

**‘Disclosing Party’** shall mean the party disclosing the Confidential Information.

**‘Employees’** mean all employees (including employees of The West Group Member Companies), officers, agents, advisors, sub-contractors of the Recipient**.**

**‘Recipient’** means the party receiving the Confidential Information.

1. **The Parties Obligations:**

* Each party agrees that at all times, and notwithstanding any termination or expiration of this Agreement, it will hold and maintain Confidential Information of the other party in strict confidence and will not disclose to any third party (except as approved in writing by the other party to this Agreement). The Confidential Information shall be used for no purpose other than in relation to the business discussions between the parties and any on-going business relationship between the parties
* Each party shall only permit access to Confidential Information of the other party to those of its ‘**Employees**’ or authorized representatives when reasonably required, and only once they have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
* Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
* Each party's obligations under this Agreement do not extend to Confidential Information (when the Recipient can prove by documentary evidence) that: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party; (f) was communicated to the Recipient by an unaffiliated third party free of any obligation of confidence and (g) the communication was in response to a valid order by a court or other governmental or regulatory body or was otherwise required by law.
* Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
* Neither Party shall make, have made, use or sell for any purpose, any product or other item, using, incorporating or derived from any Confidential Information of the other party.
* Confidential Information shall not, without prior written approval of the Disclosing Party, be published or copied in any form except as required to accomplish the intent of this Agreement. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assignees.
* Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
* The Recipient shall not approach any customers or suppliers of the Disclosing Party with relation to any interests or propositions that could disadvantage or compete with the Disclosing Party in any way. In the event that end customer or supplier details are disclosed between the Parties, these will be treated as Confidential Information.

1. **Term:**

This Agreement shall come into effect on the **Effective Date.** The Recipient’s obligation to hold Confidential Information in confidence shall remain in effect, following the termination or completion of this agreement, unless the information no longer qualifies as Confidential, or written agreement is received from the Disclosing Party.

1. **Trademarks and IP**

The parties recognise and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

1. **Severability**

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in force. The provision shall be changed and interpreted so as to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

1. **Relationship**

Nothing contained in this Agreement shall be deemed to constitute either party as a partner, joint venturer or employee of the other party for any purpose.

1. **Integration**

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in writing signed by both parties.

1. **Waiver**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party’s obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

1. **Governing Law**

This agreement shall be governed and construed in accordance with the laws of England and Wales which shall have exclusive jurisdiction in respect of any dispute, suit action or proceeding arising out of or in connection with this agreement.

The parties signing below warrant that they are duly authorized to sign for, and on behalf of, the respective parties and accept the terms of this Agreement to be executed as of the **‘Effective Date’**.

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| --- | --- | --- | --- | --- |
| The West Group Ltd. | |  | Customer: |  |
| Signed: |  |  | Signed: |  |
| Name: |  |  | Name: |  |
| Position: |  |  | Position: |  |
| Date |  |  | Date |  |