Mutual Non-Disclosure Agreement

Version 1.0

Cover page

Field	Value
First party	
Address	
Email	
Signatory	
Second party	
Address	
Email	
Signatory	
The Purpose	
Effective Date	
Agreement Term	
Confidentiality Period	
Governing law	
Place of mediation and arbitration	
Language	

Every field above must be filled in before either party signs. Section 11 depends on three of them - the place, the language and the governing law - and an arbitration clause missing any of those is worse than no clause at all.

1. What this agreement is for

Each party wants to share confidential information with the other so that both can explore the Purpose set out on the cover page. This agreement says how each party must look after what it receives. It does not commit either party to do business, to buy anything, or to share anything in particular.

2. What counts as confidential information

Confidential Information means information that one party (the discloser) gives to the other (the recipient) for the Purpose, where it is marked as confidential or where a reasonable person would understand from its nature or from the way it was shared that it is confidential.

It covers designs, drawings, simulation data and results, source code, methods, test results, prices, the names of customers and suppliers, business plans, and unpublished patent applications. It applies whether the information is written, spoken, shown, or in any other form. The terms of this agreement are themselves confidential.

3. What does not count

This agreement does not apply to information that the recipient can show:

- was already public, or later became public through no fault of the recipient;
- the recipient already held, free of any duty of confidence, before receiving it;
- a third party gave to the recipient, free of any duty of confidence; or

- the recipient worked out on its own, without using the discloser's Confidential Information.

Putting public pieces of information together does not make the combination public.

4. What each party must do

Representatives means a party's employees, officers, professional advisers, contractors, and group companies.

A recipient must:

- use the Confidential Information only for the Purpose;
- keep it secret, protect it at least as carefully as it protects its own confidential information, and never less carefully than is reasonable;
- share it only with those of its Representatives who need it for the Purpose and who are bound by duties of confidence at least as strict as these; and
- tell the discloser promptly if it finds that the information has been lost, or shared or used in a way this agreement does not allow.

A recipient is responsible for what its Representatives do with the information.

5. When the law requires disclosure

A recipient may share Confidential Information if the law, a court, or a regulator requires it. Where it is allowed to, the recipient must tell the discloser first, so that the discloser has a chance to object or to seek protection, and must share no more than is required. The information stays confidential for every other purpose.

6. How long this lasts

This agreement starts on the Effective Date and runs for the Agreement Term. Either party may end it earlier by giving the other written notice.

The duties in this agreement last for the Confidentiality Period, counted from the day the information was shared, even if the agreement itself has ended. Information that is a trade secret stays protected for as long as it remains a trade secret.

7. Returning or deleting information

When this agreement ends, or if the discloser asks earlier, the recipient must return or delete the Confidential Information it holds and confirm in writing that it has done so.

The recipient may keep one copy if the law requires it to, and does not have to delete copies made automatically by routine backup systems. Anything kept stays subject to this agreement.

8. Who owns what

Confidential Information stays the property of the discloser. This agreement gives the recipient no licence and no rights in it, and no rights in any patent, copyright, trade mark, or other intellectual property.

Ideas and suggestions that one party gives the other about the other's own information stay with the party who gave them.

Nothing here creates a partnership, a joint venture, or employment between the parties, and nothing obliges either party to enter into any further agreement.

9. Artificial intelligence and machine learning

A recipient must not put the discloser's Confidential Information into a publicly available artificial intelligence or machine learning service that may train on what it receives.

Services used under an agreement that prevents training on the recipient's data are allowed. The recipient stays responsible for the information under this agreement. If in doubt, ask the discloser first.

10. No warranty

Confidential Information is shared as it is. Neither party promises that what it shares is accurate or complete, and neither is liable to the other for how the other uses it. Nothing in this agreement limits liability for fraud, or for anything that the law does not allow to be limited.

11. If something goes wrong

If a dispute arises, it goes to mediation first, and only if mediation fails does it go to arbitration. The formal wording below sets out how that works. Nothing stops the parties settling it by talking before either step.

Either party may still ask any court for an urgent order to stop a breach - waiting for a tribunal to be appointed while information is being leaked would defeat the purpose of this agreement.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be the place named on the cover page. The language to be used in the mediation shall be the language named on the cover page.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be the place named on the cover page. The language to be

used in the arbitral proceedings shall be the language named on the cover page. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of the jurisdiction named on the cover page.

12. General

- This is the whole agreement between the parties about confidentiality, and it replaces anything agreed earlier on that subject.
- Any change must be in writing and signed by both parties.
- If a court or tribunal finds that part of this agreement cannot be enforced, the rest still applies.
- Not enforcing a term on one occasion does not give it up.
- Neither party may transfer this agreement without the other's written consent, except to a buyer of its business.
- Notices must be in writing and sent to the addresses on the cover page, by email or by post.
- This agreement may be signed in counterparts, including electronically.
- This agreement is written in English, and English governs its meaning.

Signatures

First party	**Second party**
Name	Name
Signature	Signature
Title	Title
Date	Date

Adapted from the Common Paper Mutual Non-Disclosure Agreement.

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This is a template, not legal advice. We are not lawyers and this document has not been reviewed by any. If you intend to rely on it, take your own legal advice - particularly on the governing law and the place of arbitration.