

**AGREEMENT ON THE NON-DISCLOSURE
OF CONFIDENTIAL INFORMATION (TWO-WAY)**

This Agreement is made with an effective date of the _____ day of _____ 200_ between

The University of Bristol whose registered address is Senate House, Tyndall Ave, Bristol, BS8 1TH, and _____

_____ whose registered address is _____ (the "Parties")

THE PURPOSE of this Agreement is to regulate the exchange and subsequent treatment of confidential information to be received by or disclosed to the signatories to this Agreement, in the field of _____, so as to protect the proper interests of the disclosing party whilst this confidential information is in the possession or control of the receiving party. For the purposes of this Agreement the term confidential information includes proprietary materials and information relating thereto including without limitation specifications, drawings, designs, computer software and knowhow.

In general the receiving party must afford disclosed confidential information the same degree of protection as it would afford its own.

NOW IT IS HEREBY AGREED:-

1. The disclosure of confidential information is for the specific purpose of evaluating technology in the field described above in the first instance, and will normally be between _____ of the **University of Bristol** and _____ of _____. Any specific documents or materials which are necessarily provided on loan for the above purposes will be specified in a schedule to this Agreement and the receiving party will return these and any other documents or materials subsequently provided to the disclosing party on request.
2. The parties will mark or otherwise designate confidential information to show expressly or by necessary implication that it is imparted in confidence.
3. The receiving party will receive all confidential information (whether recorded in writing or by other means or given orally without record) which is disclosed in connection with this Agreement subject to the following conditions:
 - a) it will take all proper and reasonable measures to ensure that the confidentiality of such information is maintained;
 - b) it will not use the information for any commercial purpose or manufacture without obtaining a written licence or other agreement from the disclosing party;
 - c) it will not disclose the information to any third party without written permission;
 - d) it will not disclose the information to employees other than those above except to the extent necessary to fulfil the purposes set out above and all such other employees to which it will disclose it will be made aware of the confidential nature of the information, and the conditions of disclosure herein;
 - e) it will not make any copy of or abstract of the information without specific written permission from the disclosing party;
 - f) it will acknowledge the source (i.e. one of the organisations signatory to this Agreement) of, and will mark "Confidential", any drawing, document or software incorporating the information.
4. Under the terms of this Agreement there is no explicit or implied transfer of ownership to the receiving party of any drawings, documents or software, or the copyright subsisting in them.

PROVIDED that the obligations herein undertaken will not apply to:

- a) information which at the time of disclosure is in the public domain or which after disclosure becomes part of the public domain through no fault of the recipient, or
- b) information which the recipient party can show was in its possession at the time of disclosure or which is independently developed by the recipient and was not acquired directly or indirectly from the disclosing party, or
- c) information which is made public at any time by the disclosing party, or by others with the permission of the disclosing party, or

- d) information which is received by the receiving party from a third party without similar restriction and without breach of this Agreement.
 - e) information which is required to be disclosed by legal process, law or regulatory authority.
5. Both parties agree that at all times, during and after the current discussions, and thereafter for a period of ten (10) years, starting from the effective date of this Agreement, not to communicate or to divulge to third parties confidential information received from the other party.
6. This Agreement is to be construed and enforced in accordance with English Law and is subject to the exclusive jurisdiction of the English courts to which the parties hereto submit. This clause shall not prevent a party from seeking interim relief in any court of competent jurisdiction.

Signed for and on behalf of the University of Bristol

_____ Date _____

Name in block letters _____

Signed for and on behalf of

_____ Date _____

Name in block letters _____