

THIS AGREEMENT is made the **DATE** day of **MONTH YEAR**  
BETWEEN

(1) **NAME** whose registered address is at **ADDRESS**

(2) **NAME** whose registered address is at **ADDRESS**

RECITALS

- (A) The parties wish to explore the possibility of entering into a mutually beneficial collaborative agreement ("the Purpose") and for the Purpose, need to disclose confidential information to one another
- (B) The parties are willing to disclose the said information on the basis that it is protected as provided in this Agreement

In consideration of the mutual premises and covenants contained in this Agreement the Disclosing Party and the Receiving Party HEREBY AGREE AS FOLLOWS:

1. In this Agreement the term "the Disclosing Party" applies to either party as appropriate where it discloses Confidential Information to the other party and the term "the Receiving Party" applies to either party as appropriate where it receives Confidential Information from the other party.
2. In this Agreement "Confidential Information" shall mean all information disclosed (whether orally, in writing or by any other means, including without limitation obtained as a result of any demonstration or being allowed access to any premises where the Disclosing Party may carry on business) by the Disclosing Party to the Receiving Party whether before or for 36 months after the date of this Agreement, including but not limited to information relating to that party's operations, processes, plans or intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities and business affairs, but shall not include any part of such information which:  
is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person to whom it makes disclosure; or

**Alternative Minds Limited**

the Receiving Party can show:

was in their possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or  
to have been independently developed by the Receiving Party without recourse to the Confidential Information; or

the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or

it is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or

is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

3. Each of the parties shall be responsible for and primarily liable for any acts or omissions of its associate companies and associates (as defined the Income and Corporation Taxes Act 1988 sections 416 and 417) and all officers, employees, servants, agents or professional advisers of such person which would have been a breach of this Agreement were it done or omitted to be done by the Receiving Party.
4. In relation to Confidential Information received from the other party or from a third party on behalf of the other party, the Disclosing Party and the Receiving Party also agree as follows:
  - to treat the Confidential Information in confidence and to use it only for the Purpose;
  - not to copy or write down any part of the Confidential Information except as is reasonably necessary for the Purpose;
  - to disclose the Confidential Information only to such of their directors, employees or third parties as may need to know the Confidential Information for the Purpose;
  - to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
5. If no business relationship between the Disclosing Party and the Receiving Party shall be established or at the request of the Disclosing Party the Receiving Party shall:



promptly return all documents, materials and records and all copies of the Confidential Information to the Disclosing Party and permanently delete any such Confidential Information from any electronic storage media or memory;  
remain bound by clause 4 above [without limit in time] [for a period of [5] years from the date of disclosure of the Confidential Information].

6. If a party doesn't enforce a right available to it under this Agreement in any particular instance, then that won't prevent it from enforcing that right in future or in any other instance
7. Neither party shall assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
8. This agreement does not grant any right or licence under either party's intellectual property rights.
9. This Agreement constitutes the entire understanding between the Parties related to the protection of Confidential Information disclosed under it.
10. The interpretation construction and effect of this Agreement shall be construed in all respects in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the authorised representatives of the parties on the date above.

Signed for and behalf of **Alternative Minds**

Signed for and behalf of **NAME**

Name:

Name:

Title:

Title:

Signature:

Signature: