

MUTUAL CONFIDENTIALITY AGREEMENT

The parties to this Agreement are:

CUSTOMER	
Name	
ABN	
Address	
Contact for Notices	
SUPPLIER	
Name	
ABN	
Address	
Contact for Notices	

KEY DETAILS

Start Date	
Confidentiality Period	
Approved Purpose	Discussions and negotiations with a view to Supplier selling to the Customer the whole or some part of the business of Supplier.
Confidential Information	<p>Information relating to a parties' business including information concerning its:</p> <ul style="list-style-type: none"> • corporate and business structure, • current and proposed business contracts • products information, • technical information and specifications, • product and materials prices and costs • managerial, financial and marketing strategies, the • identities of potential and actual customers • employee agreements, reward schemes (including share option and profit sharing arrangements) and • the identities of present or proposed employees which is not known to the receiving party or which is not available in the public domain
Special Conditions	See Schedule 1 (Special Conditions) (if any)

EXECUTION

Executed as an Agreement	
Executed on behalf of Customer by an authorised representative:	Executed on behalf of Supplier by an authorised representative:
Signature <i>By executing above the signatory warrants they are authorised by Customer to enter this Agreement.</i>	Signature <i>By executing above the signatory warrants they are authorised by Supplier to enter this Agreement.</i>
Name	Name
Role	Role
Date	Date

☞ The title and type of agreement is clear

☞ It's easy to see who is agreeing to the contract & how to contact them.

☞ This section is called **KEY DETAILS**, so we know this is where the important info lives.

It's the best place to find answers for most questions about this contract.

This is where we put information that changes from contract to contract (e.g. the Approved Purpose might change depending on what is being discussed. It's easy to update that quickly and also see what is being agreed to.

☞ Signatures are easy to find.

This means we can see easily & instantly:

- whether the contract is signed;
- who signed it; and
- when it was signed.

BACKGROUND

- Supplier and Customer propose to enter into discussions and negotiations for the Approved Purpose.
- In the course of this activity, each party may disclose to the other Confidential Information.
- The parties intend each of them will at all times throughout any discussions maintain the confidentiality of the Confidential Information for the purposes of protecting their respective interests in the Confidential Information and to advance the prospect of them concluding a mutually satisfactory commercial agreement contemplated by these recitals.

IT IS AGREED

- Full agreement
This Agreement outlines the full agreement between the parties and any amendment of this Agreement must be in writing and signed by the parties
- Definitions
- Keep confidential
Each party shall keep Confidential Information confidential and shall not disclose it or make it available directly or indirectly to any third party in any form or medium whatsoever without the express written consent of the owner of the relevant Confidential Information.
- Commercially sensitive
Each party acknowledges that the Confidential Information is commercially sensitive and valuable and that any unauthorised disclosure or use of it could give rise to considerable damage.
- Approved Purpose only
The Parties agree not to use or exploit the other party's Confidential Information for any purpose other than the Approved Purpose without express written consent.
- Agents to keep confidential
Neither party shall permit any employee, agent or subcontractor of that party to have access to the Confidential Information until such time as that employee, agent or subcontractor shall have entered into a confidentiality agreement with the disclosing party in a form approved by the other party.
- Notice of disclosure
Each party shall immediately notify the other party of any information, which comes to its attention regarding any actual or potential unauthorised disclosure or use of the Confidential Information. Each party shall co-operate with the other in any investigation, prosecution, litigation or other action taken regarding the subject of any such information.
- Injunction
In the event of any actual or alleged unauthorised disclosure of use of Confidential Information by any future, existing or former employee, agent or subcontractor of a party, that party shall enforce its rights to injunctive or other relief to the fullest extent possible or, if requested by the other party, assign such rights to the other party. Each party shall reasonably assist the other party in enforcing those rights.
- Termination or expiry
Upon termination or completion of discussions, each party shall deliver to the other all Confidential Information in their possession or control. Each party shall delete or destroy any Confidential

☞ Here are our standard terms.

These generally don't change.

If these terms do change or have been negotiated, we use the *Special Conditions* schedule at the back of the document (see **below**).

☞ Clauses have clear headings. If we do need to find information here within the middle of the agreement, we can find it quickly.

Information contained in any computer memory or other recording media in its possession or control which is not capable of delivery.

Protect Information

10. Each party shall protect the Confidential Information from unauthorised access or use. Neither party shall be obliged to provide access to its computer or other business systems unless and until the other party satisfies it that the method of proposed access provides sufficient security and safety procedures. Any consent by one party to the other party regarding access may be confidential and may be withdrawn at any time without the necessity of giving any reason therefore.

Security procedures

11. Each party shall comply with all the other party's security and safety procedures and will co-operate with any additional security or safety procedures, which either party may wish to implement.

Comply with Privacy Act

12. Without limiting any other provision of this Agreement, the parties must comply with the Privacy Act 1988 in all respects. Without limitation the parties must only use Personal Information obtained from the other party for the Approved Purpose and take reasonable steps to protect Personal Information it holds in relation to this Agreement from misuse and loss and from unauthorised access, modification or disclosure.

Other duties

13. The provisions of this Agreement are in addition to and not in substitution for any duty of confidence imposed upon the parties generally at law, in equity or under any other understanding already in place between the parties. Where any inconsistency in those duties occurs, the provisions of this Agreement shall prevail.

Confidential Period

14. The provisions of this Agreement shall remain in force for the Confidentiality Period after the termination of the discussions and negotiations.

Governing law

15. The Agreement shall be governed by and construed in accordance with the laws in force from time to time in the State of Victoria, Australia.

Commencement Date

16. This Agreement shall commence and be of full force and effect on and from the Commencement Date.

The remainder of this page is purposefully blank

☞ Standard terms have easy-read headings. Text is plain language.

☞ This is bit too wordy and unclear.

Unclear clauses should be noted for improvement. The best contracts are those that are reviewed and updated (if needed) regularly, at least once a year. This keeps keep contracts fresh.

Contracts are up to date with both changes in laws, changes in best practice drafting and practical changes within a company.

☞ We try to stick with one idea per clause. Each heading clearly refers to what is being discussed in that clause.

SCHEDULE A: SPECIAL CONDITIONS

The following special conditions (if any) apply to this Agreement.

☞ Here's where we would put any changes we agree to.

This helps us to see instantly whether the agreement is standard or negotiated.

For extra clarity, we can also note in the **Special Conditions** item in the **Key Details** table (see **above**) that Special Conditions apply.

A Schedule at the back is also where we would put large items that change often, such as a rate sheet, commission tables, product lists, sales territories, description of services etc.