THIS MUTUAL CONFIDENTIALITY AGREEMENT is made on 2018

BETWEEN

(1) THE UNIVERSITY OF SHEFFIELD, incorporated by Royal Charter (company number RC000667) whose address is Western Bank, Sheffield, S10 2TN ("SHEFFIELD"); and

(2) [CONTRACTOR ] of ♦

1. In order for Sheffield and [CONTRACTOR ] (each a "party" together the "parties") to enter into discussions regarding [add field here] ("Purpose") a party may disclose ("Disclosing Party") to the other ("Acquiring Party") information and associated documentation which is secret and confidential information ("Confidential Information"). For the purposes of this Agreement "Confidential Information" means any and all information of a confidential nature or which shall be designated as confidential by the Disclosing Party from time to time and in any form or format whether oral, written, magnetic, electronic, graphic or digitised (and including any samples, designs, models, drawings, research, instructions and any combination or compilation thereof) and shall in particular include business information, technical know-how, inventions (whether or not patentable or patented), proprietary software, practical experience, methodologies, data (including technical and scientific data), business organisations, formulae, specifications, pricing, structures, manufacturing information, works of authorship or creative works and ideas which are owned, developed or acquired by the Disclosing Party.

2. In consideration of the Disclosing Party disclosing to the Acquiring Party the Confidential Information, the Acquiring Party agrees to keep it, and all information relating to it and its use, secret and confidential and not to use it for any purpose other than the Purpose, to take all reasonable steps to protect the confidentiality of the Confidential Information and to prevent it from being disclosed otherwise than in accordance with this Agreement and, except with the express prior consent in writing of the Disclosing Party, not to disclose it in whole or in part to any third party and not to make copies of any records of Confidential Information. The Acquiring Party shall not reverse-engineer, decompile, disassemble, deconstruct or modify any Confidential Information or records containing Confidential Information without the Disclosing Party's prior written permission.

3. The Disclosing Party does not represent nor warrant nor undertake that the Confidential Information disclosed hereunder is accurate or complete.
4. The Disclosing Party shall have no liability resulting from any reliance on or use of Confidential Information by the Acquiring Party. Damages for breach of this Agreement is agreed between the parties to be an inadequate remedy and the Disclosing Party shall have the right to seek such other remedies as may be available to it including but not limited to injunctive relief and/or specific performance.

5. Nothing in this Agreement shall be construed to grant either party any right or licence in any patent, know-how, trademark, copyright or other intellectual property of the other party.

6. The Acquiring Party shall disclose the Confidential Information only to such members of its staff as are necessary for the Purpose and not further or otherwise and all such members of staff or other persons shall be made aware of the provisions of this Agreement and the duty of confidentiality and be subject to obligations of confidentiality in relation to the Confidential Information to at least the level of those set out in this Agreement and the Disclosing Party shall be entitled to enforce such agreements pursuant to the Contracts (Rights of Third Parties) Act 1999.

7. The restrictions above shall not apply to information which can be proved by the Acquiring Party upon the written request of the Disclosing Party:

7.1 was already in the Acquiring Party's possession or independently developed by the Acquiring Party and at the Acquiring Party's free disposal prior to the Disclosing Party's disclosure of it to the Acquiring Party;

7.2 was disclosed to the Acquiring Party by a third party at liberty to disclose that information and without breach of the terms of this Agreement; or

7.3 is or comes into the public domain through no act or default of the Acquiring Party, its officers, agents or employees.

8. Confidential Information may be disclosed:

8.1 to the extent that such disclosure is required by law, in which case the Acquiring Party will notify the Disclosing Party of such requirement as early as possible before such disclosure, and shall provide the Disclosing Party with full details of the requirement and of the Confidential Information that is proposed to be disclosed shall use reasonable endeavours to obtain confidentiality undertakings from the recipients in respect of the Confidential Information disclosed; and
8.2 to Acquiring Party's auditors, lawyers and/or other professional advisors only to the extent necessary and provided that such professional advisors are themselves under obligations of confidentiality in relation to the Confidential Information so disclosed.

9. The Acquiring Party shall delete from its computer systems and shall return to the Disclosing Party all documents, records, and materials in its possession, custody or control incorporating any Confidential Information (except for one single electronic or written copy of the Confidential Information which may be retained for audit purposes):

9.1 (except as otherwise agreed in writing) forthwith upon conclusion of the Purpose; or

9.2 forthwith at any time on written request by the Disclosing Party;

The return of Confidential Information shall not release either party from its obligations under this Agreement.

10. These obligations of confidentiality shall be effective from the date of this Agreement and remain in force for ten (10) years from the date of the last disclosure, notwithstanding earlier termination of this Agreement for any reason.

11. Both Parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not give, provide or offer to the other Party any loan, fee, reward, gift (except items of negligible or intrinsic value), or any emolument or advantage whatsoever to the other Party. Non-compliance or suspected non-compliance shall constitute a material breach of this Agreement and this Agreement may be terminated by the non-breaching Party with immediate effect without prejudice to any other rights the non-breaching Party may possess.

12. Nothing in this Agreement shall be interpreted as contravening any of the provisions of the Freedom of Information Act 2000 to which either party may be subject.

13. This Agreement sets out the entire agreement between the parties in respect of the Confidential Information disclosed by either party to the other and supersedes all previous undertakings.

14. This Agreement shall be read and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English Courts.
15. This Agreement may be executed in any number of counterparts, each of which when executed (and delivered or transmitted by electronic means), will constitute one original, and photocopy, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy signatures of such party’s representative hereto. No counterpart will be effective until each party has executed at least one counterpart.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written.

SIGNED by
for and on behalf of The University of Sheffield:

Name:
Title:
Date:

SIGNED by
for and on behalf of [CONTRACTOR]:

Name:
Title:
Date: