

## **Confidentiality Letter**

### **Notes**

This template is suitable for an individual who wants to enter into a confidentiality agreement (also known as a non-disclosure agreement or NDA) in connection with a project with a client.

It covers the disclosure of information by the client in a negotiation or other commercial arrangement.

The NDA is in the form of a letter and is therefore for use in more straightforward engagements and where a short form confidentiality agreement is preferred or more suitable and is less formal than a typical agreement.

An agreement like this is often used before or at the start of many commercial arrangements.

The letter creates express obligations of non-disclosure and protection of confidential information and creates a contractual relationship of confidence between the parties in relation to certain information.

The principal obligations relate to the prohibition of unauthorised disclosures and use of the confidential information disclosed for a specific purpose.

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**These notes and the header should be deleted before the Template is used for a client engagement.**

[insert your address]

[insert address of client]

Date: [insert date]

Dear [insert client's name or client contact's name],

**Re: Mentoring services for [insert details of project] (the Purpose)**

- 1 I refer to the Purpose as described in the title. You may disclose Confidential Information to me for it to be used strictly for the Purpose in accordance with the terms set out in this letter (the **Agreement**).
- 2 For the purposes of this Agreement:
  - 2.1 **Authorised Persons** means you and, where applicable, your officers, directors, members, partners, employees, consultants, agents, representatives or professional advisers and any other persons whom you have previously designated in writing as being authorised for the purposes of the Project;
  - 2.2 **Confidential Information** means all information of a confidential nature (in whatever form) which relates to the Purpose and is disclosed by me either directly or indirectly by you or by your Authorised Persons including:
    - 2.2.1 any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind;
    - 2.2.2 all information produced, developed or derived from information disclosed pursuant to this Agreement;
    - 2.2.3 all information agreed to be, or marked as, confidential;
    - 2.2.4 any information you know, or your Authorised Persons know, or could reasonably be expected to know, is confidential; and
  - 2.3 Confidential Information does not include any information which:
    - 2.3.1 is, or was already known or available to me, otherwise than pursuant to or through breach of any confidentiality obligation owed to us;
    - 2.3.2 is, or becomes, in the public domain other than through any breach of the terms set out in this Agreement (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain);
    - 2.3.3 is disclosed to me without any obligation of confidence to me by a third party who is not itself under or in breach of any obligation of confidentiality;
    - 2.3.4 is developed by or on behalf of you in circumstances where the developing party has not had direct or indirect access to the information disclosed, subject to you providing satisfactory evidence of the same to us;
    - 2.3.5 you agree in writing does not constitute Confidential Information.
- 3 In consideration of you disclosing Confidential Information to me, and subject to paragraph 4 , I agree:
  - 3.1 to keep the Confidential Information confidential at all times;
  - 3.2 not disclose (whether directly or indirectly) the Confidential Information or allow it to be disclosed in whole or in part to any third party without your prior consent;
  - 3.3 to take and maintain proper and all reasonable measures to ensure the confidentiality of the Confidential Information including any security measures requested in writing by me from time to time;

- 3.4 not use, seek to derive benefit or commercial advantage from the Confidential Information in whole or in part other than strictly for the Purpose;
- 3.5 not copy or reproduce in any form the Confidential Information except to the extent strictly necessary for the Purpose (provided that you acknowledge that any such copies or reproductions are our property).
- 4 I will not be in breach of my obligations under this Agreement where you disclose to me any Confidential Information that you are required to disclose by law, or by any court, governmental, regulatory or supervisory authority (including any securities exchange), or by any other authority of competent jurisdiction. To the extent permitted by law, you shall immediately notify me in writing prior to making any disclosure under this paragraph 4.
- 5 If I become legally compelled to disclose any of the Confidential Information pursuant to paragraph 4, to the extent permitted by law I will give you written notice of the fact so that you may take such steps to prevent such disclosure as you deem appropriate.
- 6 I acknowledge that ownership of the Confidential Information including, without limitation, all intellectual property rights and moral rights in it and any copies thereof remains vested in and shall vest in you and that no licence, right or interest of whatever nature is granted other than to the extent expressly set out in this Agreement.
- 7 Without prejudice to the confidentiality obligations under this Agreement, this Agreement shall terminate on the earliest to occur of the following:
  - 7.1 the date when my services on the Project end or are terminated in accordance with any consulting agreement that we sign in respect of the Project;
  - 7.2 [*insert a number of months*] months from the date of this letter.
- 8 Upon termination of this Agreement (howsoever caused) I shall:
  - 8.1 return or procure the return to you or, as you may require, destroy or procure the destruction of any and all materials containing the Confidential Information together with all copies; and
  - 8.2 not make any further use of the Confidential Information.
- 9 You agree that this Agreement constitutes the entire agreement between us and supersedes all previous agreements in respect of its subject matter. You acknowledge that you have not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. Nothing in this Agreement purports to limit or exclude any liability for fraud.
- 10 Unless you have me prior written consent, you cannot assign, novate, hold on trust, subcontract or encumber any right or obligation under this Agreement, in whole or in part.
- 11 The rights and remedies provided for in this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise provided by law or in equity. No exercise by you or me of any one right or remedy shall operate so as to hinder or prevent the exercise of any other right or remedy.
- 12 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement. The parties shall not, however, be required to notify or obtain the consent of any third party in order to rescind or vary this Agreement.
- 13 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation.

If you are in agreement with this letter, please indicate this by signing, dating and returning to me the enclosed duplicate.

Yours faithfully,

Signed \_\_\_\_\_

*[insert your name]*

**ON ENCLOSED DUPLICATE OF LETTER**

You acknowledge receipt of your letter dated as above, of which this is a true copy, and you agree to that letter.

Signed \_\_\_\_\_

*[name of client]* or *[name of Director/Authorised Signatory]* for and on behalf of *[insert name of the company or business]*

Date \_\_\_\_\_

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