

MODEL OF CONFIDENTIALITY CONTRACT BETWEEN COMPANIES



The Confidentiality Contract has the purpose to safeguard certain sensitive information (financial details, commercial or technological secrets) which is brought forward in the process of negotiations between companies. This **Contract** is normally used in negotiations taking place prior to making distribution, licence, technological transfer, franchise, manufacturing, joint venture, and mergers and acquisitions agreements, and, generally speaking, for any business agreement which might entail prior exchange of confidential information.

CONFIDENTIALITY CONTRACT BETWEEN COMPANIES

DATE:

BY AND BETWEEN:

..... [company name], with registered address at [address, town/city and country] and identification/tax record number (hereinafter, "Company A"),

AND:

..... [company name], with registered address at [address, town/city and country] and identification/tax record number (hereinafter, "Company B"),

The two parties mutually acknowledge that they have sufficient legal capacity to enter into this Confidentiality Contract, and declare the following:

- I. Company A is a company which has far-reaching experience in the sector, and whose core activity is
- II. Company B is a company which has far-reaching experience in the sector, and whose core activity is.....
- III. Presently, the two Parties are engaged upon a negotiation process, the final purpose of which is to [describe the object of the negotiations: to establish a purchase/sale or supply contract; to establish an agency, distribution, franchise, licence or technological transfer agreement; create a joint venture; mergers and acquisitions; etc.].
- IV. That during the aforesaid negotiations, the two Parties will have to exchange sensitive and confidential information.

- V. The parties wish to regulate the way in which the aforesaid confidential information will be handled.
- VI. That taking into account the considerations above, the Parties have agreed to enter into this Confidentiality Contract (hereinafter, "the Contract"), which will be subject to the following.

CLAUSES

1. OBJECT OF THE CONTRACT

The Parties agree that within the framework of the negotiations which are being carried out, there is a need to store certain information or data relating to the negotiations and the object thereof (hereinafter, "Confidential Information") which will have to be kept secret, in other words, be kept confidential, by each one of the Parties, in accordance with the terms and conditions of this Contract.

2. CONFIDENTIAL INFORMATION

For the purposes of this Contract, Confidential Information shall be considered to be any information which could possibly be disclosed in speech, in writing or by means of any other tangible or intangible medium or format, currently known or which could be invented in the future, exchanged between the Parties as a result of this Contract, and which either one of the Parties might consider to be confidential and might so convey it to the other Party.

[*Optional paragraph*] Attached hereto as Annex 1 of this Contract, the Parties have included a "List of Confidential Information Elements" which shall be disclosed to the other Party, following the signing of this Contract. Subsequently, the Parties will be able to add other Confidential Information Elements to the aforesaid list, and such elements shall also be considered thus for the purposes of the object of this Contract.

3. OBLIGATION OF THE PARTIES

The Parties undertake to adopt the appropriate measures to ensure that the Confidential Information is handled confidentially. The aforesaid measures shall not be less thorough than those applied by the Parties to their own Confidential Information, and shall consist of:

- a) Using the Confidential Information solely for the use for which it is intended.

.....

This is a sample of Confidentiality Contract between Companies.

To get more information about this contract click here:

[CONFIDENTIALITY CONTRACT BETWEEN COMPANIES](#)

USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case, the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case, the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterward eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case, the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case, all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although not mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules established by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

BUSINESS CONTRACTS & AGREEMENTS TEMPLATES

BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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