**Non-Disclosure Agreement: one-way**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is dated [Date],

And is made between us:

[Business name] (the “Business”), an individual with his/her main address located at [insert address] or a company incorporated in Ireland under company number [insert number] having its principal office at [insert address]; and

[Recipient name] (the “Recipient”), an individual with his/er address located at [insert address] or a company incorporated in Ireland under company number [insert number] having its principal office at [insert address]

On the basis that:

The Business wants to discuss certain topics with the Recipient (the Purpose, which is defined more fully below). These discussions will involve the disclosure by the Business of its Confidential Information (also defined below).

The Recipient agrees that it will comply with the terms of this agreement in all aspects, so that these discussions can take place and so that the Business’s Confidential Information will be protected.

This agreement evidences the manner in which confidential and proprietary information will be treated.

It is agreed as follows:

1. **Confidential and Proprietary Information**

The Recipient acknowledges that the technical data and know-how relating to the business or any of the business’s suppliers, agents, consultants, distributors, clients or customers including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing process, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecast and any other technical matters connected with the products or services manufactured, marketed, provided by or obtained by the business are confidential and proprietary to the business.

The Recipient further acknowledges that any information relating to the Business’s trading position, business, products, services, affairs and finances including (but not limited to) marketing information and plans, market opportunities, product lists, the Business’s financial information, results and forecast, manpower or expansion plans, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, contract terms and pricing with them, information relating to prospects and tenders contemplated, offered or undertaken by the Business, and any other matters connected with the products or services manufactured, marketed, provided or obtained by the Business are confidential and proprietary to the Business.

The Recipient agrees to use reasonable care (the same being not less than that employed to protect the Recipient’s own proprietary information) to safeguard the Proprietary Information and to prevent its unauthorised use or disclosure.

1. **Purpose and Tasks**

[Explain the purpose of the discussions and tasks involved e.g. to discuss the supply of services or advice or to contribute resources or expertise to a particular project].

1. **The Agreed Confidentiality Obligations**

In return for the Business disclosing Confidential Information to the Recipient, the Recipient agrees that, unless it has the Business’s express, prior written consent to do otherwise, it will:

1. Treat as confidential any and all Confidential Information supplied by, or on behalf of, the Business, or otherwise obtained by it, whether related to the purpose or otherwise;
2. Keep the Confidential Information secret and confidential;
3. Not use or exploit the Confidential Information in any way except for the Purpose;
4. Not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, this agreement;
5. Not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Business;
6. Not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;
7. Apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
8. Keep a written record of any document or Confidential Information received from the business in tangible form and any copies made of the Confidential Information;
9. Ensure that any documents or other records containing Confidential Information shall be kept at its premises and shall not remove or allow those documents and records to be moved from those premises.

The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Business from time to time) to safeguard the Confidential Information from unauthorised access or use.

These obligations will continue to apply after the termination of the discussions between the Business and the Recipient.

1. **Authorised Disclosures**

The Recipient may disclose the Confidential Information to its Representatives on the basis that it:

1. Informs the Business of its intentions to do so in writing and the Business authorises such disclosure in writing;
2. Informs those Representatives of the confidential nature of the Confidential Information before it is disclosed; and
3. Ensures that those Representatives comply with the confidentiality obligations in clause 3 as if they were the Recipient, and
4. Will, if the Business requests it, also ensure that any relevant Representatives enter into a confidentiality agreement with the Business on terms equivalent to those contained in this agreement.

The Recipient shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information, as if they were the actions or omissions of the Recipient.

1. **Return or Destruction of Confidential information**

If the Business writes to the Recipient and requests it, the Recipient will promptly:

1. Destroy or return to the Business all documents and materials (and any copies) containing, reflecting, incorporating or based on the Business’s Confidential Information;
2. Erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic format; and
3. To the extent technically and legally practicable, erase all Confidential Information that is stored in electronic form on systems and data storage services provided by any third parties; and
4. Confirm to the Business, in writing, and as soon as reasonably practicable but no later than [x days/weeks] of the request, that is has complied with the requirements of this clause 5.

Nothing in this clause obliges the Recipient to return or destroy any documents and materials containing or based on the Confidential Information that the Recipient is required to retain by any applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement will, however, continue to apply to any such documents and materials retained by the Recipient.

1. **Termination**

The Recipient shall, upon completion of the tasks assigned to the Recipient, upon termination of the Recipient’s engagement with respect to the [task], or upon demand, whichever is earliest, return all Proprietary Information (including any copies or reproductions in its possession or control).

1. **Unauthorised Use**

The Recipient shall promptly advise the Business in writing if it learns of any unauthorised use or disclosure of Proprietary Information by any Recipient personnel, former Recipient personnel or representatives.

1. **Work Product**

The Recipient shall have no proprietary or intellectual property interest in any work product or software developed by the Recipient during the course of its engagement and expressly assigns al rights to copyrights, patents, trade secrets or other proprietary and intellectual property right to the Business.

1. **Rights, Warranties and Representations**

The Business reserves all rights in its Confidential Information.

Except for the rights expressly set out in this agreement, neither the Recipient nor any other person shall have any licence or other right in the Confidential Information following its disclosure by the Business.

Except as expressly stated in this agreement, the Business makes no express or implied warranty or representation concerning its Confidential Information, including its accuracy or completeness.

This confidentiality agreement and any disclosures made because of it, shall not constitute an offer, representation or warranty by the Business about the possibility of a separate agreement with the Recipient in relation to the Purpose. This includes any possible or future agreement relating to the possible development or supply of any products or services to which the Confidential Information relates.

1. **Damages Would Be An Inadequate Remedy For Breach Of This Agreement**

Without damaging or limiting any other rights or remedies that the Business may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the Recipient of the terms of this agreement. The Business is therefore entitled to remedies including inunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement by the Recipient.

1. **Duration of Confidentiality Obligations**

Notwithstanding any ending of discussions between the parties in relation to the Purpose as set out in clause 2, each party’s obligations under this agreement shall continue in full force and effect for a period of [number of years] years from the date of this agreement.

The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

1. **No Partnership or Agency**

Nothing in this agreement is intended to, or shall be deemed to , establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

1. **Entire Agreement**

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties, via their authorised representatives.

1. **Waiver**

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

1. Waive that or any other right or remedy
2. Prevent or restrict the further exercise of that or any other right or remedy.
3. **Severance**

If any pat of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of this agreement.

1. **Notices**

Any notice given to a party under or connected with this agreement shall be in writing and shall be:

1. Delivered by hand or by pre-paid post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
2. Sent by email to the address as set out below (or such other address as notified in writing by that party to the other:
3. Email address
4. Email address

Any notice shall be deemed to have been received:

1. If delivered by hand at the time the notice is left at the proper address;
2. If sent by pre-paid post or other next working day delivery service, at 9.00am on the second day Business Day after posting or at the time recorded by the delivery service;
3. If sent by email, at 9.00am on the next Business Day after transmission.
4. **Governing Law and Consent to Jurisdiction**

This agreement shall in all respects (including in respect of its formation and its performance) be governed by and construed in accordance with the laws of the Republic of Ireland. The parties to this agreement agree to submit to the jurisdiction of the courts of Ireland in relation to any disputes or proceedings arising out of or in connection with this agreement.

Agreed and signed by:

**BUSINESS RECIPIENT**

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**Authorised Signature Authorised Signature**

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**Print Name and Title Print Name and Title**