

SAMPLE OF CONFIDENTIALITY AGREEMENT

5. PROTECTION OF PERSONAL DATA

Each one of the Parties will have to ascertain that in cases in which part of the Confidential Information consisted of personal data, whether the other Party can be informed of the aforesaid personal data. In the event that the aforesaid data could not be furnished to the other Party, by virtue of the provisions of Data Protection Laws [*indicate the specific data protection laws referred to*], the Party which is the owner of the data shall proceed to delete them before delivering the Confidential Information to the other Party.

6. COMING INTO FORCE AND DURATION OF AGREEMENT

The Parties undertake to:

- a) Keep this Agreement in force from the time it is signed, which is indicated in the header, until..... [*insert date*].
- b) To include, as part of the clauses of the Agreement they might sign, a Confidentiality Clause, in the same sense as this Agreement.
- c) To keep this Agreement in force during a period of [*insert number*] years in the event that for any reason, they did not ultimately sign any Agreement, or in the event that the aforesaid Agreement did not include the Confidentiality Clause indicated in the previous paragraph.

7. DELIVERY OF CONFIDENTIAL INFORMATION

On termination of this Agreement, the Parties undertake to:

- a) Deliver to the other Party at its registered offices, or at any other given address, the Confidential Information which might have been received during the validity of this Agreement.
- b) Not to carry out any form of partial or total reproduction (copies, photocopies, photographs, plans or others), in any format, of the Confidential Information which has been received.

8. NOTIFICATIONS

All notifications, requirements, requests, or other statements that might have to be made by the Parties with relation to this Agreement, will have to be made in writing, and shall be understood to have been properly made when they have been delivered by hand or have been sent by registered post to the address of the other Party indicated in the header of this Agreement, or any other address which each Party might indicate for these purposes.

9. LAWS APPLICABLE AND JURISDICTION

By mutual consent, the Parties agree to submit any disputes which might arise between them to:

Alternative A. The Courts of the country of [Company A or Company B] and, specifically, to those of the town/city where it has its registered offices, except if..... [Company A or Company B], if it were the complainant, were to bring its claim before the Courts of the town/city where the other Party has its registered offices.

Alternative B. The Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the aforesaid Regulation. The place of arbitration shall be [*insert town/city and country*] and the proceedings will have to be carried out using as a language.

10. LANGUAGE

The full text of this Agreement, and the documents which might be derived from it, including the Annexes, have been drawn up in:

Alternative A. English, this being the only authentic text.

Alternative B. The languages of and English, both versions being considered to be official, though for the purposes of interpretation the version in is considered to have priority.

This is a sample of 2 pages out of 7 of the **Confidentiality Agreement**.

To get more information about this contract click here:

[CONFIDENTIALITY AGREEMENT](#)