

INFORMATION SHARING AGREEMENT

Parties: _____

Discloser Information:

Company/Individual Name: _____

Address: _____

Contact Person: _____

Email/Phone: _____

Recipient Information:

Company/Individual Name: _____

Address: _____

Contact Person: _____

Email/Phone: _____

Clause 1 – Definitions

“Confidential Information” means all non-public information disclosed by the Discloser to the Recipient, whether oral, written, or in any other form, including but not limited to business plans, financial data, technical data, intellectual property, and other proprietary information.

Clause 2 – Purpose

The parties agree to share Confidential Information solely for the purpose of evaluating a potential business relationship or collaboration, and not for any other purpose without prior written consent.

Clause 3 – Obligations of Recipient

The Recipient shall keep all Confidential Information strictly confidential, shall use the same degree of care as it uses to protect its own confidential information but no less than reasonable care, and shall not disclose such information to any third party except as permitted by this Agreement.

Clause 4 – Permitted Disclosures

The Recipient may disclose Confidential Information only to its employees, agents, or professional advisors who have a legitimate need to know, provided that such persons are bound by confidentiality obligations at least as restrictive as those in this Agreement.

Clause 5 – Exclusions

Confidential Information does not include information which (a) was already in the Recipient’s possession without restriction before disclosure by the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the Recipient without use of or reference to the Confidential Information.

Clause 6 – Term

This Agreement shall remain in effect until the Confidential Information no longer qualifies as confidential or for a period of five (5) years from the date of disclosure, whichever is longer.

Clause 7 – Return or Destruction

Upon the Discloser's written request, the Recipient shall promptly return or destroy all materials containing Confidential Information and certify such return or destruction.

Clause 8 – No License or Ownership

Nothing in this Agreement grants the Recipient any rights or licenses to the Discloser's intellectual property except as expressly set forth herein.

Clause 9 – Remedies

The parties acknowledge that breach of this Agreement may cause irreparable harm not adequately compensable by monetary damages, and the Discloser shall be entitled to seek injunctive relief as well as any other remedies available at law or equity.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or relating to this Agreement.

Clause 11 – Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior discussions, agreements, or understandings of any kind.

Clause 12 – Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Clause 13 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 14 – Waiver

No failure or delay by either party in exercising any right shall operate as a waiver thereof.

Clause 15 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

Clause 16 – Notices

Notices under this Agreement shall be in writing and delivered by hand, courier, email (with confirmation), or registered post to the addresses specified above or as otherwise notified.

Clause 17 – No Partnership or Agency

Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

Clause 18 – Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except to a successor in interest of the entire business.

Clause 19 – Costs

Each party shall bear its own costs and expenses in connection with the negotiation and execution of this Agreement.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

DISCLOSER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://legaltemplates-uk.com/information-sharing-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-uk.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.