

confidentiality agreement

Company name _____ (you)

for and on behalf of Clear Creative ('us') _____

Signature _____

Signature _____

Name _____

Name _____

Date _____

Date _____

1. "Confidential Information" means all artwork, drawings, representations and works of authorship, information about new service offerings or products and marketing and selling disclosed by us to you which is marked or is by its nature confidential, together with any information which in the normal course of business would be considered to be of a confidential nature.
2. You undertake to keep and maintain all Confidential Information in the strictest confidence and will not disclose such Confidential Information to any third party without our prior written consent.
3. You shall ensure that your employees and approved sub-contractors:
 - a. shall only be given access to Confidential Information on a "need to know" basis; and
 - b. shall have been made aware of the requirements of confidentiality set out in this Agreement and shall agree to abide by its terms as if they were parties to it.
4. This will not prevent the disclosure of Confidential Information if that Confidential Information:
 - a. was already in your possession (with full right to disclose); or
 - b. is or subsequently comes into the public domain other than by breach of this Agreement; or
 - c. is independently developed or lawfully received by you from a third party; or
 - d. is required to be disclosed as a result of a valid court order or as otherwise required by law.
5. If Confidential Information is inadvertently disclosed, you shall use all reasonable endeavours to assist us in recovering and preventing the use of such Confidential Information.
6. You may only use the Confidential Information for the purpose of supplying the goods and services to us in accordance with our purchase order. You may not use it for any other purpose.
7. The property in all Confidential Information shall belong to us and you shall not acquire any licence, interest or right in or under any of our intellectual property rights under this Agreement.
8. All intellectual property rights in the work that you do for us are assigned to Clear Creative and become our property once we have paid for it. You warrant that you have the legal right to supply the goods and services to us without the need for any permission of any third party. It is your responsibility to keep our Confidential Information and materials safe whilst in your possession. If they are in any way adapted or incorporated by you or any third party into any other products, such other products shall belong to us.
9. You shall promptly return to us all Confidential Information and shall delete, or procure the deletion of, all electronically stored copies or extracts of the same when the work for which the Confidential Information was disclosed is completed or upon our written request.
10. You will not make any press or media announcement concerning the existence or content of this Agreement nor use our name or logo for publicity purposes without our prior written consent.
11. English law shall govern this Agreement and the English courts shall have exclusive jurisdiction.

