**This Agreement** is dated **[Date]**

**Between: [Name],** whose registered address is **[Advisor’s Address]** being a **[Legal Status (eg Private Individual)]**.

**And: Resilience Advisors (Europe) Limited**, whose registered address is 22 Northumberland Road, Ballsbridge, Dublin 4, RoI, being a Company Registered in The Republic of Ireland No. 614202.

Each one a **“Party”** and together the **“Parties”**

**Background: E**ach Party wishes to disclose to the other Confidential Information in relation to the Purpose. Each Party wishes to ensure that the other maintains the confidentiality of its Confidential Information. In consideration of the benefits to the Parties of the disclosure of the Confidential Information, the Parties have agreed to comply with these terms.

**Purpose:** To enable confidential activity regarding the business of both parties.

**Definitions:** The following words and expressions shall bear the following meanings, unless the context should require otherwise:-

**“Confidential Information”** - Each Party's confidential information is: any Background disclosed by that Party to the other for use in the Project and any Results in which that Party owns intellectual property rights but shall exclude information that

a) was publicly available at the time of disclosure; or

b) is or becomes known to the public without a breach of any agreements, contract or confidentiality undertaking by a Party to this agreement, or

c) which is known to the Party making the disclosure before its’ receipt from the other Party and not already subject to any obligation of confidentiality to the other Party or

d) is received by the recipient from a third Party who is not in breach of any contract, agreement or obligation of confidentiality.

**“Background”** - All information, techniques, Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), excluding any Result;

**"Discloser"** - The discloser of Confidential Information under this agreement;

**"Recipient"** - The recipient of Confidential Information under this agreement;

**“Results”** - all information, Know-how, results, inventions, software and other intellectual property rights identified or first reduced to practice or writing in the course of business;

**It is agreed as follows:**

1. The Recipient shall keep and procure to be kept secret and confidential any Confidential Information belonging to the Discloser, and shall not use or disclose such information save as envisaged in this Agreement. The Recipient may disclose Confidential Information to employees, consultant or agents of the Recipient provided that such disclosure is subject to obligations equivalent to those set out in this Clause.
2. The Recipient shall maintain a record of entities or persons to whom any Confidential Information together with the actual information disclosed to them and this record should be available to the other upon request.
3. The Recipient may disclose Confidential information belonging to the Discloser in compliance with the lawful order of a governmental or regulatory agency or otherwise where disclosure is required by operation of law provided that, prior to any such disclosure, copies of any Confidential Information that the Recipient intends to disclose are provided to the Discloser in order to give the Discloser an opportunity to obtain a protective order or other relief.
4. Each Party acknowledges that it shall be responsible for any breach of any of the terms of this Agreement by it or by those persons to whom they provide the Confidential Information.
5. This Agreement applies to both technical and commercial information communicated by either Party.
6. Either Party shall on request from the other return all Confidential Information, including any documents or items connected with the disclosure and shall not retain any unauthorized copies or likenesses and erase all copies of the information from its computer systems.
7. Each Party shall notify the other promptly upon becoming aware of any unauthorised disclosure, copying, use or loss of all or any part of the Confidential Information.
8. The Parties agree that if any Confidential Information is disclosed or used (or threatened to be disclosed or used) in breach of this Agreement then the Party to whom such Confidential Information belongs will have, in addition to any other remedies available to it, the right to equitable relief (including but not limited to specific performance and injunction).
9. This Agreement or the supply of information referred to in paragraph 1, does not provide any licence, title or interest in respect of any intellectual property rights to the receiving Party.
10. Immediately upon sale or merger of either Party with a third Party, that Party which is sold or merged shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information.
11. At no time shall any failure by Parties to this agreement to enforce or exercise any of their rights under this undertaking be construed as a waiver of their right to exercise or enforce that - or other rights - in future.
12. Each Party warrants that it has the right to disclose its Confidential Information to the other and to authorise that Party to use the Confidential Information for the Purpose.
13. Neither Party will use the other’s name or logo in any press release or product advertising, of for any other promotional purpose, without first obtaining the other’s written consent.
14. **This undertaking is governed by the Law of the Republic of Ireland and each Party submits to the non-exclusive jurisdiction of the Courts of the Republic of Ireland.**
15. This Agreement shall terminate 6 months after the date of this Agreement, however the Parties shall continue to be bound by the obligations of confidentiality herein thereafter for a period of ten [10] years.
16. All third party rights are excluded and no third party shall have any right to enforce this Agreement.
17. The parties below have signed as duly authorised representatives of each Party and in so doing agree to be bound by the terms of this Agreement.

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| **On behalf of** | **Resilience Advisors (Europe) Ltd** |  | **On behalf of** |  |
| Signed |  |  | Signed |  |
| Print Name |  |  | Print Name |  |
| Capacity |  |  | Capacity |  |
| Date |  |  | Date |  |