

[Date]

[Name and address of Other Party]

Dear Sir/Madam

Confidentiality Arrangements

We refer to the discussions between us in connection with which each of us may disclose to the other information which may be regarded as confidential and which the Recipient (as defined below) may use only for the Permitted Purpose (as defined below). This letter Agreement sets out the terms agreed between us for that purpose:

1 Definitions

In this letter Agreement the following words or expressions shall have the following meanings:

"Confidential Information" has the meaning set out in Part 2 of the Schedule

"Copies" with respect to Confidential Information, includes any document, electronic file, note, extract, analysis or any other way of representing or recording and recalling information which contains, reflects or is derived from, Confidential Information

"Discloser" means the party to this letter Agreement who discloses Confidential Information, directly or indirectly, to the Recipient under (or in anticipation of) this letter Agreement

"Permitted Purpose" as defined above and by reference to Part 1 of the Schedule

"Recipient" means the party to this letter Agreement who receives Confidential Information directly or indirectly from the Discloser

"Schedule" means the Schedule [in 2 parts] annexed to this letter Agreement.

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2 Obligations of Confidentiality and Non-Disclosure/Use

- 2.1 The Recipient undertakes to the Discloser:
- 2.1.1 to keep the Confidential Information secret for a period of two years from receipt of the Confidential Information hereunder, and to use it only for the Permitted Purpose and otherwise in accordance with the terms of this letter Agreement;
 - 2.1.2 not to disclose the Confidential Information to anyone (except for disclosures that are not in breach of this letter Agreement) and only to make such Copies of Confidential Information as are strictly necessary for the Permitted Purpose;
 - 2.1.3 to take proper and all reasonable measures to ensure that the Confidential Information (and all Copies) remains confidential and is protected against theft or unauthorised access;
 - 2.1.4 that if the Discloser so requests in writing, the Recipient will immediately (a) return all Copies of Confidential Information supplied by the Discloser and (b) destroy or permanently erase all Copies of Confidential Information made by the Recipient and procure that anyone to whom the Recipient has supplied Copies of Confidential Information destroys or permanently erases such Copies and any further Copies which may have been made.

3 Exceptions

The obligations of confidentiality set out in this letter Agreement shall not apply to any information (forming part of the Confidential Information) that the Recipient can show by written records:

- 3.1 was already known to the Recipient before the information was imparted to the Recipient; or
- 3.2 is in, or subsequently comes into, the public domain (through no fault on the Recipient's part); or
- 3.3 is received by the Recipient, without restriction on disclosure or use, from a third party lawfully entitled to make the disclosure to the Recipient without such restriction; or
- 3.4 is developed by the Recipient without any direct or indirect access to, or use or knowledge of, any of the information imparted by the Discloser.

3.5 is required to be disclosed by law.

4 Permitted Disclosures

4.1 The Recipient undertakes to permit access to the Confidential Information only to those persons or parties under its control who reasonably need access to the Confidential Information for the Permitted Purpose and on the condition that such third parties have been informed of the Discloser's interest in the Confidential Information and the terms of this letter Agreement and have been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this letter Agreement.

4.2 Where ITF is the Recipient, for the avoidance of doubt, ITF shall be entitled to disclose to, and to permit access to, the Confidential Information by ITF's members on the understanding that such members are bound to confidentiality in terms of their Membership and Confidentiality Agreements with ITF.

5 Applicable Law and Jurisdiction

This letter Agreement shall be governed by and construed in accordance with Scots law and shall be subject to the non-exclusive jurisdiction of the Scottish courts.

6 Effective Date of Agreement

The Effective Date of this Agreement is the [date in letters] day of [month] [year]



We shall be obliged if you would confirm your acceptance of these terms and conditions by signing the attached duplicate of this letter Agreement.

Yours faithfully

.....

Name..... [Print name]

Designation.....

For and on behalf of The Industry Technology Facilitator

Acknowledged and agreed on behalf of [company name]

.....

Authorised Signatory

Name..... [Print name]

Designation.....

Schedule referred to in the foregoing letter Agreement

Part 1 - Permitted Purpose

The assessment of the merit of proposals for technological innovation ("Proposal(s)") belonging to a researcher in connection with the potential brokering by ITF of financial support for such Proposal(s) and including access to, and use of, the Confidential Information (as such term is defined at Part 2 of the Schedule) whether by ITF or its financial and professional advisers.

Part 2 - Confidential Information

"Confidential Information" means any and all information and other material which relates to any one or more of the following:

- 1 All information in whatever form (written, oral, visual and electronic) that is directly or indirectly disclosed by any agent or employee of the parties hereof (or, in the case of ITF, any ITF Member) or which directly or indirectly comes to the attention of either party in connection with the Permitted Purpose.
- 2 Information in Copies supplied (whether or not they are marked as "Confidential").
- 3 The fact that discussions are taking place between the parties and the existence of this letter Agreement.