

**METS IGNITED IP MASTERCLASS**

**SAMPLE CONFIDENTIAL DISCLOSURE AGREEMENT (CDA)**

**The following document is an example only of a typical CDA/Non Disclosure/Secrey Agreement.**

**It is intended to illustrate the types of provisions that might be included in such an Agreement.**

**Obviously these provisions will depend on the unique circumstances surrounding a technology disclosure, and specialist advice should be sought in each circumstance.**

**CONFIDENTIAL DISCLOSURE AGREEMENT**

ABC PTY LTD of .....("ABC") represents that it has certain information relating to ..... ("the Information") and .....of ..... ("the Recipient") desires to receive such Information for the specific purpose of.....

ABC is willing to disclose such Information to the Recipient subject to the Recipient's acceptance of the following conditions:

- 1 In this Agreement "Information" includes technical, scientific, engineering, operating, production, economic or other information:
  - (a) Which ABC has provided for or communicated to or may hereafter provide for or communicate to the Recipient whether in writing, in the form of drawings, patterns or models (that is to say "in permanently recorded form"), orally or visually or by demonstration or in some other manner, whether in permanently recorded form or not; and
  - (b) Which the Recipient has obtained from ABC by observation or, without limiting the generality of the foregoing, in any other manner.
- 2 The Recipient shall treat all Information received directly or indirectly from ABC as confidential and shall not use any such Information in any way other than for the specific purpose aforesaid.
- 3 The Recipient shall not disclose any of such Information to any other related or unrelated party whatsoever.
- 4 The Recipient shall only allow access to the Information to those employees of the Recipient who need to receive the Information in order to carry out the aforesaid purpose of this Agreement and such access shall be limited to only so much of the Information as is necessary for the particular employee to perform his or her functions.
- 5 The obligations under paragraphs 2, 3 and 4 shall not extend to such Information which is in the public domain, or which hereafter becomes part of the public domain otherwise than as a result of any unauthorised activity or omission of the Recipient, or which is already in the possession of the Recipient and is not subject to obligations of secrecy and was not obtained from ABC.
- 6 The Recipient shall, on the written request of ABC, return all Information which is in permanently recorded form including all copies made thereof.
- 7 The obligations contained in paragraphs 2, 3 4, 5 and 6 shall terminate at the expiration of five (5) years from the date hereof or upon the expiration or termination of any subsequent agreement between ABC and the Recipient signed prior to the aforesaid expiration date, relating in whole or in part of the Information, whichever event occurs last.

**8 The Recipient shall obtain no right of any kind to, including any right to use, the Information except for the specific purpose of this Agreement.**

**ABC PTY LTD**

**By .....**

**Dated:.....**

**The Recipient hereby accepts the above conditions as binding on it in respect of the Information referred to.**

**By:**

**Name:**

**Title:**

**Date:**