

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 200

**BETWEEN** \_\_\_\_\_ ("the Proprietor")

**AND** \_\_\_\_\_ ("the Recipient")

**WHEREAS**

- A The Recipient has been or will be provided with certain information which is the property of the Proprietor and which is secret and of value to the Proprietor.
- B The purpose of the provision of the information to the Recipient is to enable the Recipient to transcribe and audio files return to the Proprietor in the format specified by the Proprietor.
- C The Recipient has agreed to be bound by certain duties of confidentiality and non-use in respect of the information.

IT IS AGREED as follows:

1 Definition

"Confidential Information" shall mean information, data and know-how, whether technical or not, which is disclosed to the Recipient, and which relates to the research, development or business activities of the Proprietor, which is either marked or stated to be confidential; or is by its nature reasonably intended to be confidential; but shall not include information, data or know-how which can be established within 30 days of the date of this agreement by written records to be already known to the Recipient or the public at the time of its disclosure, nor information, data or know-how which enters the public domain through no fault of the Recipient.

2 Disclosure

Except as provided under clause 4 the Recipient agrees not to disclose or otherwise publish the Confidential Information without the prior written consent of the Proprietor.

3 Use

The Recipient agrees not to use the Confidential Information for any purpose other than that for which the information was provided. In the case of any uncertainty, the Recipient agrees to obtain prior clearance from the Proprietor.

4 Employees and agents

When disclosure to employees or agents is necessary the Recipient shall ensure that they are bound by equivalent duties of confidentiality and non-use as those set out in this agreement.

5 Material

The Recipient shall take all reasonable care to ensure that all materials in the possession of the Recipient which contain or incorporate Confidential Information be securely kept; and shall return, destroy or otherwise deal with as directed all material containing or incorporating Confidential Information on the direction of the Proprietor.

6 Other agreements

The Recipient's obligations in respect of the Confidential Information shall be in addition to any other obligation under any other agreement which involves the Confidential Information, unless expressly excluded by reference.

7 Term of agreement

This agreement shall continue until the Proprietor and the Recipient agree that the Recipient's obligations under this agreement shall cease.

**Signatures**

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