

Guidelines

Agreement of Confidentiality

Status: September 2007

This model clause for an Agreement of Confidentiality is addressed to companies in the forging industry who wish to make a corresponding agreement with their customers or suppliers.

AGREEMENT OF CONFIDENTIALITY

between
(the company)

.....
(Customer)

and
(the company)

.....
(Supplier)

1. Both parties oblige themselves to use all documents and material (these also include tools, dies, templates, patterns, models, drawings and data) and knowledge which they may obtain in the context of their business relations solely for jointly-followed purposes and to treat these in strict confidentiality when the business partner has described them as being confidential or has an obvious interest in their confidentiality.

This obligation also applies prior to the conclusion of contracts.

2. This means in particular:

- no passing on of drawings or samples to third parties
- no passing on of data or dates to third parties
- no granting of insight into the production of trial parts for third parties

3. The obligation to confidentiality shall not apply to documents and knowledge which are generally known or which were already known to the business partner on receipt of contract, or which were provided thereafter by an authorised third party or which were developed by the receiving business partner without utilising confidential documents or knowledge of the other business partner.

4. The companies shall inform their staff of this agreement of confidentiality and oblige them in writing to keep to its provisions.

5. All documents and knowledge given to the other partner shall remain the exclusive property of the company which has supplied them.

If negotiations for a contract fail or if a business relationship finishes, the documents shall be returned to the company which supplied them without delay, accompanied by a declaration that no copies or other documents have been made of/from them and/or have been retained.

The companies shall retain all rights to any commercial or other business secrets which have been revealed as well as to any other knowledge, including rights to the deposit of patent applications and trade-mark rights at home and abroad.

If a contract, for example a contract of supply, is concluded, then the provisions of this agreement of confidentiality shall also apply to this contract. The obligations shall cease 36 months after the end of business relations.

.....
(Date)

.....
(Date)

.....
Signature - Customer

.....
Signature – Supplier

Explanations:

1. In section 1 all information which the company provides "in the context of business relations" shall in principle be protected. If required this provision can instead be replaced with information supplied "in the context of a project" which should be described as exactly as possible.
2. The text of this agreement of confidentiality has been deliberately kept short, to enable it to be signed by companies if possible without great discussion. If required, further clauses can of course be added to the text, for example to lay down penalties or to say which legal system shall apply. The Association will gladly give help in formulating such clauses.

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