20 / SHORT / STANDALONE EDITION

# Mutual Non-Disclosure Agreement

A concise, editable client-facing precedent for selection, review and execution.

ENGLAND & WALES | ORIGINAL EDITABLE PRECEDENT | NOT AN OFFICIAL RIBA OR ARB CONTRACT

*Complete all placeholders and check the appointment, insurance, competence and statutory dutyholders. Sign only ONE edition for a project. The detailed edition is not an automatic addendum to the short one.*

| | |
|---|---|
| **Practice / contracting party** | [Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE |
| **Business address** | [Service / trading address] |
| **Client / counterparty** | [Full legal name, address, business or consumer status] |
| **Project / premises** | [Project title / postal address / reference] |
| **Services and deliverables** | [Schedule A and drawing / report issue list] |
| **Commencement / milestones** | [Start date; issue dates; dependencies] |
| **Fees / VAT / expenses** | [£ fixed fee / £ hourly; VAT status; approved expenses] |
| **Invoicing / payment** | [Milestones; due date; payment method] |
| **Insurance / liability position** | [Insurer; PI policy; limit; exclusions and legal review] |
| **Purpose** | [Mutual evaluation of: project / bid / collaboration] |
| **Confidentiality period** | [3 / 5 years; bespoke trade secrets rule] |

## Purpose and limited use

Mutual exchange of project and business confidential material for a defined purpose.

## Confidential information

“Confidential Information” means non-public drawings, concepts, proposals, quotes, prices, business plans, models and information identified as confidential or reasonably understood as such, disclosed by either party in connection with [PURPOSE]. Information is excluded to the extent independently developed without access, already lawfully known, publicly available without breach, or lawfully obtained without restriction.

## Use and recipients

Each recipient must use information solely for [PURPOSE], limit access to personnel and advisers on a need-to-know basis who are bound by obligations no less protective, and use reasonable technical and organisational measures to preserve secrecy.

## Lawful disclosure

Disclosure legally compelled by a competent authority is permitted only to the extent legally required; the recipient shall, where lawful, give reasonable advance notice and cooperate over protective measures.

## Ownership and intellectual property

All intellectual property rights remain with the discloser. This agreement grants no right to construct, copy for another project, sublicense or make public any proposed design.

## Duration, return and remedies

Confidentiality lasts [3/5] years from last disclosure, or longer for qualifying trade secrets while protected by law. On written request, securely return or destroy materials, except mandatory legal records and archival back-ups kept confidential. Affected parties may seek available equitable and legal relief for breach.

## Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____

**Note: this is an original practice-specific drafting aid informed by public professional guidance. It is not issued, endorsed or licensed by RIBA or approved by ARB. Obtain appropriately qualified legal and insurance review before issuing for signature.**