**Confidentiality Agreement**

THIS AGREEMENT is entered into on XXX between:

**Name**, address (“**the Mentor**”)

and

**Name**, address (“**the Mentee**”)

(hereinafter individually referred to as a “**Party**” or collectively the “**Parties**”).

1. WHEREAS, the Mentor intends to disclose confidential information to the Mentee in connection with Adjudication Society (Women in Adjudication)’s Mentoring Scheme **(“the Mentoring Scheme**”), and
2. **THEREFORE**, in consideration of disclosing such confidential information, the Parties undertake and agree as follows:
3. For the purpose of this Agreement, “**Confidential Information**” shall mean, as used herein, any non-public information and/or data, whether oral, in writing or in any other form, of a confidential nature, which are proprietary and confidential to the Mentor and the parties to the adjudication(s) (the “**interested parties)** and / or the adjudicator nominating body (“**ANB**”), including but not limited to correspondences, notices, referrals, submissions, pleadings and referred exhibits inclusive of any other documents and/or evidence related to the Mentor’s work as Adjudicator. The term “Confidential Information” shall include any information or any discussions and negotiations in relation to the same.
4. Any Confidential Information disclosed by or on behalf of the Mentor to the Mentee shall be deemed to be disclosed in strict confidence and will be used only for tasks in relation to the Mentoring Scheme.
5. Confidential Information disclosed hereunder shall not be discussed, disseminated, copied, duplicated, supplied, shared, made use of or in any way disclosed by the Mentee to any person, firm or business, except to the extent necessary for discussion with the Mentor in connection with the Mentoring Scheme.
6. Ownership of Confidential Information shall remain vested with the Mentor and / or ANB and /or the interested parties at all times.
7. The Parties agree that all Confidential Information referred to herein and any opinions formed whether created by either of the Parties and/or the interested parties and/or the ANB, shall remain the exclusive property of the Mentor and no license or other rights in the Confidential Information is granted or implied hereunder.
8. The Parties agree to report directly to each other without unduly delay if it has been observed or if it has reason to suspect that Confidential Information has come to the knowledge of an unauthorised person.
9. Information shall not be deemed Confidential Information if it: (a) is publicly known; or (b) is approved for release by written authorisation of the Mentor.
10. Upon completion of the Mentoring Scheme, all Confidential Information shall be promptly returned by the Mentee to the Mentor and/or shall be destroyed, with such destruction confirmed by the Mentee in writing to the Mentor immediately thereafter.
11. Confidential Information shall not be used in part or in whole by the Mentee for subsequent matters or parts thereof or for any other purpose, save that when applying to sit on an adjudication panel, the Mentee may supply the relevant ANB with a copy of their adjudication decision, fully redacted of all confidential information.
12. The Mentee shall not be authorised to make any press releases or announcements through any means of media including social media, regarding tasks in connection with the Mentoring Scheme.
13. The Mentee acknowledges that any disclosure or unauthorised use of the Confidential Information will cause harm to the Mentor that will be substantial and for which damages would not be a full and adequate remedy. In the event of such breach, and in addition to all other remedies, the Mentor shall be entitled to seek the appropriate remedy from the court (including without limitation, injunctive relief).
14. The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
15. Any dispute or differences arising between the Parties out of this Agreement which cannot be settled amicably between the Parties shall be referred to the exclusive jurisdiction of the Courts of England and Wales.
16. This Agreement may not be amended, modified or supplemented except pursuant to an instrument in writing signed by both of the Parties hereto.
17. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter herein and supersedes all prior agreements or understandings between the Parties with respect thereto.
18. This Agreement shall be effective and come into force upon the signature by both Parties.
19. This Agreement shall continue in full force and effect for a period of 5 years. Notwithstanding the termination or expiry of this Agreement, the obligations as to confidentiality shall continue to subsist in addition to any confidentiality obligations implied or imposed by any applicable law.

FOR: The Mentor

Signature: …..

Date: …….

FOR: The Mentee

Signature: …..

Date: …..