



Dear Student,

CONFIDENTIALITY AGREEMENT – NEW DESIGNERS 2021

1. DISCLOSURE

- 1.1. We, Kin Brands Limited whose registered office is at JK House, Roebuck Way, Manton Wood, Worksop, Nottinghamshire S80 3EG (registered number 07813471) (**Kin**) understand that you, (**you**) wish to take part in the New Designers Kin Design Project (**Purpose**).
- 1.2. In this agreement, Confidential Information means all confidential or proprietary information (including any Project Brief and any documents or designs produced by you in response to it) relating to the Purpose that is disclosed, produced, or made available whether before or after the date of this agreement in any form or medium.
- 1.3. In consideration of Kin agreeing to disclose Confidential Information to you, you undertake to Kin that you shall:
 - (a) keep all Confidential Information (including that produced by you) secret and confidential;
 - (b) not use or exploit the Confidential Information in any way, except for or in connection with the Purpose; and
 - (c) only make disclosure of the Confidential Information in accordance with paragraph (c) and 1.5. Any other disclosure can only be made with Kin's prior written consent.
- 1.4. You may disclose the Confidential Information to anyone that needs to know the relevant Confidential Information for the Purpose only, provided that you procure that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this agreement.
- 1.5. You may disclose the Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction.

2. TERM AND TERMINATION

- 2.1. The obligations under this agreement shall terminate following the end of the Purpose unless your design is successful whereby you acknowledge that you will be required to maintain confidentiality and also assign any Intellectual Property Rights owned in any design or documents produced by you in relation to the Purpose.
- 2.2. The termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

Kin Brands Limited

Registered office: JK House, Roebuck Way, Manton Wood, Worksop, Notts, S80 3EG

Tel: 01909 505505

Registered number: 07813471

Registered in England and Wales



3. ACKNOWLEDGMENT AND INADEQUACY OF DAMAGES

You acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this agreement by you. Accordingly, Kin shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

4. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

Please sign and return a copy of this agreement if you agree to its terms.

Yours faithfully,

Signed for and on behalf of **Kin Brands Limited**

I acknowledge receipt and agree to the terms of this agreement:

Signed by:

Print name:.....

Date: