

# Non-Disclosure Agreement

- 1. Effective Date.** This \_\_\_\_\_ Non-Disclosure Agreement (“NDA”) is effective as of the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ [date] at \_\_\_\_\_: \_\_\_\_\_ [time], hereafter “Effective Date.”
- 2. Principal Place of Business.** The location of business referred to in this NDA is \_\_\_\_\_ [address], \_\_\_\_\_ [city] \_\_\_\_\_ [state/province] \_\_\_\_\_ [postal code], hereafter “Location.”
- 3. Parties.** The parties in this NDA are segmented into two components.  
\_\_\_\_\_, the “Disclosing Party,” and;  
\_\_\_\_\_, the “Receiving Party.”

During the effective term of this NDA, the Disclosing Party may share certain proprietary information, communication, or intellectual property assets (hereafter “IP”) with the Receiving Party. In consideration of promises contained in this NDA, the parties agree to the following terms:

- 4. Company.** \_\_\_\_\_, is a legal entity hereafter “Company,” which is commonly the owner of the IP referred-to herein.
- 5. Confidentiality.** IP and “Confidential Information” means the information which is shared from the Disclosing Party to the Receiving Party, which may have commercial value, and is either (a) technical details including patents, copyrights, trade secrets, processes, instructions, software programs, algorithms, designs, or similar information, and related to the current, future, or proposed products or services of the Company; or (b) non-technical information relating to products, for example:
  - (i) Pricing, profit margins, marketing plans or strategies;
  - (ii) Financial details of the Company, its affiliates or partners;
  - (iii) Supplier lists, vendors, customer lists, data, sales, or marketing plans;
  - (iv) Future business plans or project lists, and internal communications;

Or, any other information which has been marked “Confidential” or “Proprietary,” such as with a watermark, title, folder designation, or footnote/footer.

- 6. Qualification.** The receiving party is not responsible for the preservation of Confidentiality for IP which is disqualified from the status of Confidentiality. For example, IP is NOT qualified to be considered Confidential if the IP is:
  - a. publicly known at the time of disclosure or becomes publicly known without cause or fault due to the Receiving Party;
  - b. discovered by the Receiving Party before disclosure by the Disclosing Party;
  - c. converted to Non-Confidential status upon written approval by the Disclosing Party.
- 7. The Receiving Party Agrees to:**
  - a. Not disclose in the strictest sense, any IP learned from the Disclosing Party, waiving all benefits of disclosure exclusively in favor of the Disclosing Party’s option;
  - b. Execute actions and maintain processes which are defined by good faith and industry best practices, with regard to information security and the reasonable restriction of access, control, transfer capability, and physical possession of the IP;

- c. Require NDA to be signed for Disclosing Party (Company)-approved third-party access or sharing to IP, which are as protective or more so as this NDA;
  - d. NOT, without prior written approval by the Disclosing party, permit the use by others, or use for the Receiving Party's benefit, copy, publish, or otherwise disclose the IP;
  - e. Return to the Disclosing Party any materials, notes, records, or other written, tangible, or electronic documents, which are in the Receiving Party's possession that may contain or relate to any Confidential Information or IP, immediately upon request from the Disclosing Party.
8. **Term** The provisions of this NDA shall persist in perpetuity and shall survive termination of the NDA. Termination of the NDA, the Company, or any of the parties, shall not remove the Parties' duties to maintain the un-disclosed status of herein defined IP and Confidential Information. Only disqualification of IP is possible, through established disqualification criteria (Section 6 of this Agreement).
9. **Severability.** If a court determines that any section or provision of this Agreement is unenforceable, the remainder of the agreement which is not contingent will remain intact and shall be interpreted to favor terms of the Disclosing Party.
10. **Relationships.** No part of this Agreement shall be deemed to establish or imply a partnership, joint venture, employee/employer, or any other relational agreement.
11. **Entire Agreement.** This NDA represents the entire Agreement, with all terms, provisions, and conditions, implied and expressed, and supersedes and replaces any previous agreements, proposals, or understandings implied or expressed between the Parties, but does not preclude any later signing of amendments or replacement agreements.
12. **Waiver.** The failure of either Party to exercise rights implied or expressed within this NDA shall not be a waiver of any prior or subsequent rights.
13. **Governance.** This NDA shall be exercised in accordance with the laws of \_\_\_\_\_ [jurisdiction].

14. **Signed:**

\_\_\_\_\_, \_\_\_\_\_ [date]

\_\_\_\_\_, \_\_\_\_\_ [date]

\_\_\_\_\_ [Print Name].

\_\_\_\_\_ [Print Name]