Non-Disclosure Agreement Template

A confidentiality agreement for sharing sensitive business information

Agreement date: _____ **Effective date:** _____

Choose whether this is a one-way or mutual NDA, identify the information covered, and define permitted use, exclusions, duration, and return or deletion requirements. An NDA cannot protect information that applicable law excludes from confidentiality protection.

1. PARTIES

Disclosing party legal name and address: _____
Contact person and email: _____

Receiving party legal name and address: _____
Contact person and email: _____

2. KEY DETAILS

Purpose of disclosure: _____

Agreement type (one-way / mutual): _____

Effective date: _____

Confidentiality period: _____

Survival period after termination: _____

Permitted recipients / representatives: _____

3. PURPOSE AND PERMITTED USE

The parties wish to discuss or carry out the purpose described above (the “Purpose”). The Disclosing Party may provide Confidential Information to the Receiving Party solely so the Receiving Party can evaluate, negotiate, or perform the Purpose.

The Receiving Party will not use Confidential Information for any other purpose, including competitive activity, product development, solicitation, or commercial exploitation, unless the Disclosing Party first gives written permission.

4. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means non-public information disclosed in any form, including business plans, pricing, customer and supplier details, financial information, forecasts, software, source code, designs, processes, inventions, research, trade secrets, security information, and information marked or reasonably understood to be confidential.

Information disclosed orally or visually is covered if identified as confidential when disclosed or if its confidential nature would be apparent to a reasonable recipient. The parties may identify particularly sensitive categories here: _____.

5. PROTECTION AND PERMITTED DISCLOSURE

The Receiving Party will protect Confidential Information using at least reasonable care and no less than the care it uses for its own similarly sensitive information. Access will be limited to employees, professional advisers, contractors, and affiliates who need the information for the Purpose and are bound by confidentiality duties.

The Receiving Party is responsible for breaches by its permitted recipients to the extent provided by law. Copies may be made only as reasonably necessary for the Purpose and must retain confidentiality notices where practical.

6. EXCLUSIONS

Confidential Information does not include information the Receiving Party can demonstrate through reliable records: (a) was publicly available without breach; (b) was already lawfully known without restriction; (c) was independently developed without use of the disclosed information; or (d) was lawfully received from a third party without a confidentiality duty.

A combination of information is not excluded merely because individual elements are public, if the combination itself remains confidential.

7. REQUIRED DISCLOSURE

If the Receiving Party is legally compelled to disclose Confidential Information, it will, where legally permitted, give prompt written notice so the Disclosing Party may seek a protective order or other remedy. The Receiving Party will disclose only the portion legally required and will reasonably assist with protective measures.

Nothing in this Agreement prevents a person from making a disclosure protected by whistleblower, labor, regulatory, or other non-waivable law.

8. OWNERSHIP AND NO LICENSE

All Confidential Information remains the property of the Disclosing Party or its relevant owner. No patent, copyright, trademark, trade secret, or other license is granted except the limited right to use information for the Purpose.

No party is required to proceed with a transaction, purchase, investment, or other relationship. Each party retains ownership of materials it developed independently.

9. SECURITY, INCIDENTS AND RETURN

The Receiving Party will use reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the information. It will notify the Disclosing Party promptly after discovering unauthorized access, use, or disclosure and will cooperate in reasonable containment steps.

Upon written request or completion of the Purpose, the Receiving Party will return or securely destroy Confidential Information and copies, except for archival copies retained automatically or as required by law, which remain subject to this Agreement.

10. TERM AND SURVIVAL

This Agreement begins on the effective date and continues until _____. Confidentiality and restricted-use duties continue for _____ years after the last disclosure or termination, whichever is later. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

Any longer or shorter statutory period takes precedence where required.

11. REMEDIES, GOVERNING LAW AND GENERAL TERMS

Unauthorized disclosure may cause harm for which monetary damages may be inadequate. A party may seek remedies available under applicable law, including injunctive relief where a court considers it appropriate; no remedy is automatic or guaranteed.

Governing law and venue: _____. This Agreement is the complete understanding about confidentiality for the Purpose. Changes must be written and signed. If one provision is unenforceable, the remaining provisions continue where permitted.

SIGNATURES

By signing below, each party confirms that they have read this Agreement, understand its terms, and agree to be bound by it to the extent permitted by applicable law.

PARTY 1	PARTY 2
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Witness (if required): _____	Witness (if required): _____
Signature: _____	Signature: _____

Template notice: This sample is provided for general informational use. It is not legal advice and has not been reviewed for the laws of your jurisdiction. Laws and mandatory terms vary by location and transaction. Have a qualified local lawyer review and adapt it before use, especially for regulated, high-value, employment, lending, property, or construction matters.