

NDA Non-disclosure agreement

Notes on the NDA Template

This template is intended as a general guide and proposal for structuring the contents of an NDA. It must be customized to fit the user's specific needs for each unique case and should not be used in its current form without appropriate modifications.

The template may not cover all possible scenarios or provide comprehensive protection of the user's goals and interests. Additional clauses important to the user's requirements may need to be added.

This template may be affected by new case law or legislative amendments. While the model is updated regularly, it is not revised on a daily basis. Please verify the current applicability of the template before use.

We recommend seeking the professional advice of a lawyer for further guidance.

Disclaimer

This template must be adapted to the individual case. It was created with care and accuracy; however, it cannot account for all possible situations, and we cannot assume liability for its suitability for specific purposes. Use of this sample is at your own risk. If you have questions or uncertainties, consulting a lawyer is advised.

Status: October 2024

NDA – Non-Disclosure Agreement

Between

[Company Name]

[Address]

[ZIP Code, City]

(the Discloser)

And

[Freelancer's name]

[Address]

[ZIP Code, City]

(the Recipient)

1. Purpose

The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of [insert details e.g. discussing the possibility of the Recipient and the Discloser entering into a joint venture].

2. Confidential Information

The Confidential Information to be disclosed includes the following:

[List of activities/confidential information - e.g. customer lists, contacts, financial data, sales data, supply sources / business opportunities for new or developing businesses].

3. Confidentiality Obligations

The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.

4. Security Obligations

The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party [except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 3 above and this clause 4].

5. Exclusions

The undertakings in clauses 3 and 4 above apply to all the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

- a) Any information which is or in future comes into public domain (unless as a result of the breach of this Agreement) or
- b) Any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

6. Disclosures enforced by Law

Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

7. Return of Information

The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

8. Property Rights

Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

9. Duration Period

The undertakings in clauses 3 and 4 will continue in force [number of, months, years etc.]

10. Applicable Law

This Agreement is governed by and is to be construed in accordance with the laws of [Country]. The courts located in [Country] will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with this Agreement.

11. Additions or Modifications

This Agreement states the entire Agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by both parties.

12. Final Provisions

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

[Date]
[Print name]

[Date]
[Print name]

[Client's signature]

[Contractor's signature]