# NON-DISCLOSURE AGREEMENT (NDA)

## I. THE PARTIES

This Non-Disclosure Agreement ("Agreement") created on _____ is by and between:

1st Party: _____ ("1st Party"), with a mailing address of _____, and

2nd Party: _____ ("2nd Party"), with a mailing address of _____.

The 1st Party and 2nd Party are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement is made by the Parties to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

## II. TYPE OF NDA

(check one)

- ☐ **Unilateral.** This Agreement shall be considered unilateral. Therefore, the 1st Party shall have sole ownership of the Confidential Information, with the 2nd Party being prohibited from disclosing confidential and proprietary information that is or has been released by the 1st Party.
- ☐ **Mutual.** This Agreement shall be considered mutual. Therefore, both Parties shall be prohibited from disclosing confidential and proprietary information that is or has been shared between one another.

## III. PURPOSE

The purpose of this Agreement is for: (check one)

- ☐ **Employment**
- ☐ **Contract Work.** (contractor, consultant, etc.)
- ☐ **Business Partnership**
- ☐ **Sale of a Business**
- ☐ **Other.** _____

## IV. CONFIDENTIAL INFORMATION

For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and

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other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

(a) information generally available to the public;

(b) widely used programming practices or algorithms;

(c) information rightfully in possession of the Parties prior to signing this Agreement; and

(d) information independently developed without the use of any of the provided Confidential Information.

## V. OBLIGATIONS

The obligations of the Parties shall be to always hold and maintain the Confidential Information in the strictest of confidence and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party as soon as possible.

This Section shall not apply to the 1st Party if this Agreement is Unilateral as marked in Section II.

## VI. TIME PERIOD

The bounded Party’s(ies’) duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

## VII. INTEGRATION

This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

## VIII. SEVERABILITY

If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the Parties.

## IX. ENFORCEMENT

The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

## X. GOVERNING LAW

This Agreement shall be governed under the laws in the State of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**1st Party's Signature** _____ Date _____

Print Name _____

**2nd Party's Signature** _____ Date _____

Print Name _____

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