

# **Non-Disclosure Agreement (NDA)**

## Unilateral Non-Disclosure Agreement

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the "Effective Date", by and between \_\_\_\_\_, hereinafter known as the "**Party Disclosing Information**," and \_\_\_\_\_, hereinafter known as "**Party Receiving Information**."

This agreement aims to prevent the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

### **1. Definition of Confidential Information.**

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

If Confidential Information is written, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a letter indicating that such oral communication constitutes Confidential Information.

### **2. Exclusions from Confidential Information.**

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives, or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

### **3. Obligations of Receiving Party.**

Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession about Confidential Information immediately if Disclosing Party requests it in writing.

**4. Time Periods.**

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, which automatically happens after one year.

**5. Specific Information Not to be disclosed.**

On occasion, there is specific information that shall not be disclosed outside of the Party Disclosing information and the Party Receiving Information. This specific information includes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

However, even if this previous section is left blank, the Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party. This information could include but is not

limited to: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information.

IN WITNESS WHEREOF, the Parties represent and warrant that each has the authority to bind the party to this Agreement and hereto have executed this Agreement as of the date indicated above.

\_\_\_\_\_  
Signature  
*For*  
Disclosing Party

\_\_\_/\_\_\_/\_\_\_  
Date

\_\_\_\_\_  
Signature  
*For*  
Party Receiving Information

\_\_\_/\_\_\_/\_\_\_  
Date