



oneNDA

Parties and execution

Party 1

Company [INSERT]

Address [INSERT]

Execution By:
Name:
Title:

Party 2

Company [INSERT]

Address [INSERT]

Execution By:
Name:
Title:

Variables

Purpose Discussing and sharing information in relation to [INSERT]

Duration [INSERT] years

Governing Law [INSERT]

Jurisdiction [INSERT]



Terms

1. What is Confidential Information?

- (a) Confidential Information means information which is disclosed by a party (the **Discloser**) to another party (the **Receiver**) for the Purpose.
- (b) Confidential Information does not include information that is:
 - (i) in the public domain not by breach of this Agreement,
 - (ii) known by the Receiver at the time of disclosure,
 - (iii) independently developed by the Receiver, or
 - (iv) expressly indicated by the Discloser as not confidential.

2. Who can I share it with?

- (a) The Receiver may share the Confidential Information with entities that directly or indirectly control, are controlled by or are under common control, or affiliated with, the Receiver (its **Affiliates**) and its officers, employees, members, representatives, professional advisors, agents and subcontractors (altogether, **Permitted Receivers**) but only if they:
 - (i) need to know it, and only use it, for the Purpose, and
 - (ii) have agreed to keep it confidential and restrict its use to the same extent that the Receiver has.
- (b) The Receiver is liable for any breach by a Permitted Receiver of the obligations contained in this Agreement.
- (c) The Receiver may share the Confidential Information if legally required but must (if legally allowed) promptly notify the Discloser of the requirement.

3. What are my obligations?

- (a) The Receiver must:
 - (i) only use the Confidential Information for the Purpose,
 - (ii) keep the Confidential Information secure and confidential and only disclose it as allowed by this Agreement,
 - (iii) promptly notify the Discloser if it becomes aware of a breach of this Agreement or circumstances that are likely to result in the unauthorised disclosure of any Confidential Information, and
 - (iv) take reasonable steps to destroy or erase any Confidential Information it holds within thirty days of the Discloser's request. However, copies of Confidential Information may be securely stored in archival or computer back-up systems, or to meet legal or regulatory obligations, subject to the confidentiality obligations in this Agreement.

4. How long do my obligations last?

- (a) This Agreement will apply from the signature date for the Duration.

5. Other important information

- (a) Formal notices under this Agreement must be in writing and sent to the email addresses on the Agreement's front page (as may be updated by a party to the other in writing).
- (b) Neither party can assign the Agreement to anyone else without the other party's consent.
- (c) If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time.
- (d) The Governing Law will apply to this Agreement, and all disputes will be litigated in the courts of the Jurisdiction.