



Non-disclosure Agreement

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Your company:
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NDA template for IT projects

When choosing an IT partner for software development, it is crucial to protect confidential information of your organisation.

In order to introduce appropriate information security measures, you need a well-drafted, proven and reliable Non-Disclosure Agreement (NDA) template. At [Future Processing](#) we have browsed through heaps of NDAs over the years and have prepared an NDA template to help you go through this process.

Since you are about to choose a software development partner and have already shortlisted some outsourcing companies based on their answers to your [Request For Proposal](#), don't hesitate to ask them to review and sign a Non-Disclosure Agreement as soon as possible, ideally before exchanging any confidential details.

A well-drafted Non-Disclosure Agreement is an essential security measure both when entering the negotiations phase with a software outsourcing provider, as well as later in the future, during the IT project itself. To help you secure these phases, we've prepared an NDA template for IT projects.

NON-DISCLOSURE AGREEMENT

This agreement is made on the (“Effective Date”)

Between

- (1) [NAME OF COMPANY], a company registered in [Country] under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies]

and

- (2) [NAME OF COMPANY], a company registered in [Country] under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies]

Recitals

- (A) For the mutual benefit of both parties certain information of a confidential nature (including but not limited to business methods, trade secrets, customers, markets and know-how) has been and will be disclosed by each party to the other party in order that each party may evaluate such information for the purpose of executing and determining their interest in establishing a business relationship with the other party.
- (B) The parties are willing to disclose the said information on the basis that it is protected as provided in this Agreement

In consideration of the mutual premises and covenants contained in this Agreement the parties HEREBY AGREE AS FOLLOWS:

1 Definitions

- 1.1 In this Agreement “the Disclosing Party” applies to either party as appropriate where it discloses Confidential Information to the other party and the term “the Receiving Party” applies to either party as appropriate where it receives confidential information from the other party.
- 1.2 “Confidential Information” shall mean all information disclosed (whether orally, in writing or by any other means), including without limitation obtained as a result of being allowed access to any premises where the Disclosing Party may carry on business, by the Disclosing Party to the Receiving Party whether before or after the date of this agreement, including but not limited to information relating to the Disclosing Party’s operations, processes, plans or intentions, production information, technology, technical specifications, know-how, inventions, patents, copyrights, design rights, trade secrets, market opportunities and business affairs, but shall not include any part of such information which:
- 1.2.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party; or

1.2.2 the Receiving Party can show:

- 1.2.2.1 was in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
- 1.2.2.2 to have been independently developed by the Receiving Party; or
- 1.2.2.3 the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or
- 1.2.2.4 is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- 1.2.2.5 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

2 Obligations

2.1 In relation to Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Receiving Party agrees as follows:

- 2.1.1 to treat the Confidential Information in strict confidence and to use it only for the purposes set out above and not for any other commercial purpose without the express agreement of the Disclosing Party;
- 2.1.2 not to copy or write down any part of the Confidential Information except as is reasonably necessary for the purposes aforesaid and in such circumstances the copies or written documentation shall remain at all times the property of the Disclosing Party;
- 2.1.3 to disclose the Confidential Information only to such of its directors, employees or third parties, including but not limited to subcontractors, agents and consultants as may need to know the Confidential Information for the purposes aforesaid;
- 2.1.4 to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information and in any event not less than reasonable care.

2.2 If no business relationship between the Disclosing Party and the Receiving Party shall be established or at the request of the Disclosing Party the Receiving Party shall:

- 2.2.1 promptly return all documents, materials and records and all copies thereof of the Confidential Information to the Disclosing Party;

2.2.2 certify in writing to the Disclosing Party that all the terms of this Agreement have been complied with;

2.2.3 remain bound by Clause 2.1 above for five years from the Effective Date.

3 General

3.1 No failure or delay by either party in exercising any right, power or privilege available to it under this Agreement shall be deemed to be a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise or the exercise of any other right, power or privilege.

3.2 Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3.3 No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No licence is hereby granted, direct or indirect, under any patent, copyright or other industrial property right now held or which may be obtained or which is or may be licensable by either party.

3.4 Each party agrees to keep the existence and nature of this Agreement confidential.

3.5 This Agreement constitutes the entire understanding between the Parties related to the protection of Confidential Information disclosed hereunder and supersedes all prior and collateral communications, reports and understanding between the Parties hereto relating to Confidential Information. Nothing in this Clause 3.5 shall be construed as limiting or excluding liability for fraudulent misrepresentation.

3.6 The interpretation construction and effect of this Agreement shall be construed in all respects in accordance with the law of Republic of Poland and the parties agree to submit to the jurisdiction of the courts of Republic of Poland.

As witness the hands of the authorised representatives of the parties the day and year first above written.

Signed by)
For and on behalf of)
.....)

Signed by.....)
For and on behalf of)
.....)