# Non-disclosure Agreement

## Recitals

Here is a sample content for the "Recitals" section of a Non-Disclosure Agreement (NDA):  
  
\*\*Definition of the Parties\*\*  
  
The undersigned parties (hereinafter referred to individually as "Party" and collectively as "Parties") are [Company Name], a [State/Country] corporation with its principal place of business at [Address], and [Individual/Company Name], a [State/Country] individual/company with its principal place of business at [Address].  
  
\*\*Purpose of the Confidential Information\*\*  
  
The Parties may from time to time, exchange confidential and proprietary information (hereinafter referred to as "Confidential Information") in connection with their business relationship and potential collaborative projects. The purpose of this Confidential Information is to facilitate the sharing of knowledge, ideas, and expertise, and to enable the Parties to evaluate the possibility of a business collaboration or other mutually beneficial relationship.  
  
\*\*Confidentiality Obligations\*\*  
  
The Parties recognize that the Confidential Information exchanged between them has commercial value and is a trade secret or otherwise confidential and proprietary in nature. The Parties agree to keep the Confidential Information strictly confidential and not to use or disclose it to any third party without the prior written consent of the disclosing Party, except as necessary in the course of the performance of their respective obligations hereunder.  
  
\*\*Confidential Information That May Not be Disclosed\*\*  
  
The Parties agree not to disclose the Confidential Information to any employee, agent, or representative of the Party, except to those individuals who are authorized to receive such information and are bound by a confidentiality obligation consistent with this NDA. The Parties further agree not to disclose the Confidential Information to any third party, including but not limited to competitors, without the prior written consent of the disclosing Party.  
  
\*\*Exceptions\*\*  
  
Notwithstanding the foregoing, the Parties agree that the following information shall not be considered Confidential Information and shall not be subject to the confidentiality obligations set forth in this NDA: (a) information that is or becomes publicly available through no fault of the receiving Party; (b) information that is already known to the receiving Party at the time of receipt; (c) information that is received from a third party who is lawfully authorized to disclose such information; (d) information that is generated by the receiving Party independently of the disclosure; or (e) information that is required to be disclosed by applicable laws and regulations.  
  
By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this NDA.  
  
\*\*Signature Page\*\*  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Purpose

Here's a sample content for the "Purpose" section of a Non-disclosure Agreement:  
  
\*\*Purpose\*\*  
  
This Non-Disclosure Agreement ("Agreement") is entered into [Date] by and between [Name of Disclosing Party], a [type of entity or individual] with a principal place of business located at [Address] ("Disclosing Party"), and [Name of Receiving Party], a [type of entity or individual] with a principal place of business located at [Address] ("Receiving Party").  
  
The purpose of this Agreement is to protect the confidentiality of [Type of Information or Intellectual Property] (collectively, the "Confidential Information") disclosed by the Disclosing Party to the Receiving Party in the course of [Specific Business Relationship or Purpose].  
  
The Confidential Information includes, but is not limited to, [specific types of information, such as trade secrets, know-how, processes, software, etc.]. The Disclosing Party considers this Confidential Information to be proprietary and confidential, and uses reasonable efforts to maintain its confidentiality.  
  
By executing this Agreement, the parties intend to establish the terms and conditions under which the Receiving Party will receive and use the Confidential Information, and to protect the confidentiality and proprietary interests of the Disclosing Party.  
  
This Agreement is intended to comply with applicable laws and regulations regarding non-disclosure and confidentiality, including, but not limited to, [specific laws or regulations].  
  
By signing below, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.  
  
\*\*[Signature Pages]\*\*  
  
Please note that this is just a sample, and you should customize the language to fit your specific needs and circumstances. It's also important to consult with legal counsel to ensure that your Non-disclosure Agreement complies with applicable laws and regulations.

## Definitions

Here is an example of content for the "Definitions" section of a Non-Disclosure Agreement:  
  
\*\*Definitions\*\*  
  
1. \*\*"Confidential Information"\*\* means all information and materials disclosed or provided by one party to the other party in connection with this Agreement, including but not limited to: technical information, business strategies, product plans, marketing and sales materials, trade secrets, and customer lists. Confidential Information shall include, but not be limited to, all information of a financial, business, technical, or proprietary nature, whether or not in writing.  
  
2. \*\*"Disclosing Party"\*\* refers to the party disclosing Confidential Information, as identified in the attached Schedule A.  
  
3. \*\*"Receiving Party"\*\* refers to the party receiving Confidential Information, as identified in the attached Schedule A.  
  
4. \*\*"Term"\*\* refers to the period of time during which this Agreement is in effect, as specified in the attached Schedule A.  
  
5. \*\*"Affiliate"\*\* means any entity that directly or indirectly controls, is controlled by, or is under common control with the Disclosing Party, including but not limited to subsidiaries and parent companies.  
  
6. \*\*"Third-Party"\*\* means any entity that is not a party to this Agreement, including but not limited to employees, contractors, and consultants of the Disclosing Party, as well as employees, contractors, and consultants of the Receiving Party.  
  
7. \*\*"Restricted Personnel"\*\* refers to the employees, contractors, and consultants of the Receiving Party who will have access to Confidential Information, as identified in the attached Schedule A.  
  
8. \*\*"Authorized Individual"\*\* refers to any employee, contractor, or consultant of the Receiving Party who is authorized to access and use Confidential Information, as identified in the attached Schedule A.  
  
9. \*\*"Return"\*\* means to return or destroy, without retaining any copies of, Confidential Information in any form, including but not limited to electronic, printed, or handwritten form.  
  
10. \*\*"Use"\*\* means to process, copy, reproduce, distribute, transfer, or display Confidential Information, or to use Confidential Information in any manner or for any purpose, including but not limited to research, development, production, marketing, and sales.  
  
Note: This is just an example and should be adapted to fit the specific needs and circumstances of your agreement. It's also important to have a licensed attorney review and finalize the agreement to ensure it is legally binding and enforceable.

## Disclosure of Confidential Information

Here is a sample content for the "Disclosure of Confidential Information" section of a Non-Disclosure Agreement:  
  
\*\*Disclosure of Confidential Information\*\*  
  
In this section:  
  
"Confidential Information" means any and all information disclosed by either party to the other party, whether written or oral, that is:  
  
\* Not generally known to the public;  
\* Not known to the receiving party prior to disclosure;  
\* Not lawfully obtainable by the receiving party from another source; and  
\* Indicates that it is confidential or proprietary information.  
  
The term "Confidential Information" shall include, but is not limited to:  
  
\* Trade secrets and other confidential or proprietary information related to the business, products, services, research, development, or technology of either party;  
\* Information related to the business operations, methods, processes, or systems of either party;  
\* Information related to the marketing, sales, or distribution of products or services by either party;  
\* Information related to the financial, legal, or business affairs of either party;  
\* Information related to the research, development, or testing of products or services by either party;  
  
The following shall be deemed Confidential Information of [Disclosing Party]:  
  
\* [List specific items of Confidential Information, e.g., "product designs," "business strategies," "customer lists," etc.].  
  
\*\*Protections for Confidential Information\*\*  
  
The Receiving Party agrees to:  
  
\* Use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement;  
\* Hold the Confidential Information in confidence and not disclose it to any third party;  
\* Take reasonable measures to protect the Confidential Information from unauthorized use, reproduction, or disclosure;  
\* Not use the Confidential Information for its own benefit or to benefit any third party;  
\* Return all Confidential Information to the Disclosing Party upon request, or destroy it in accordance with the instructions of the Disclosing Party.  
  
This Agreement shall not be construed as permitting the disclosure of Confidential Information if:  
  
\* Disclosure is required by law, regulation, or court order; or  
\* Disclosure is directly related to the development, manufacture, sale, or distribution of a similar product or service by the Receiving Party.  
  
By signing this Agreement, each party acknowledges that it has read, understands, and agrees to the terms of this "Disclosure of Confidential Information" section.  
  
Please note that this is a sample and you should adjust it according to your specific needs and the specific requirements of your Non-Disclosure Agreement.

## Limitations of Use of Confidential Information

Here's a sample content for the "Limitations of Use of Confidential Information" section of a Non-Disclosure Agreement:  
  
\*\*Limitations of Use of Confidential Information\*\*  
  
1. \*\*Use of Confidential Information\*\*: The Receiving Party (the recipient of the Confidential Information) agrees not to use the Confidential Information for any purpose other than the performance of the agreement or as specifically authorized in writing by the Disclosing Party (the party disclosing the Confidential Information).  
  
2. \*\*Scope of Use\*\*: The Receiving Party may only use the Confidential Information within the scope of the agreement, and may not disclose, distribute, or otherwise make the Confidential Information available to any third party, except as necessary for the Receiving Party to fulfill its obligations under the agreement.  
  
3. \*\*No Duplication\*\*: The Receiving Party may not duplicate, reproduce, or create derivative works of the Confidential Information without the prior written consent of the Disclosing Party.  
  
4. \*\*No Reverse Engineering\*\*: The Receiving Party agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of any Confidential Information.  
  
5. \*\*No Public Disclosure\*\*: The Receiving Party agrees not to publicly disclose any Confidential Information, including but not limited to, intellectual property, trade secrets, technical information, or business information.  
  
6. \*\*No Commercial Use\*\*: The Receiving Party agrees not to use the Confidential Information for commercial purposes without the prior written consent of the Disclosing Party.  
  
7. \*\*Return of Confidential Information\*\*: Upon termination of the agreement, the Receiving Party shall promptly return all Confidential Information to the Disclosing Party, including but not limited to, all copies (in any form) and derivatives.  
  
8. \*\*Destruction of Confidential Information\*\*: Upon termination of the agreement, the Receiving Party shall destroy all copies (in any form) of the Confidential Information in its possession, including but not limited to, all notes, summaries, and analyses.  
  
9. \*\*Protection of Confidential Information\*\*: The Receiving Party shall take all reasonable measures to protect the Confidential Information from unauthorized access, use, disclosure, or theft, using at least the same degree of care as it uses to protect its own confidential and proprietary information.  
  
By including this section in your Non-Disclosure Agreement, you can ensure that the recipient of confidential information understands the limitations and restrictions on its use, and that it will not misuse or disclose the confidential information without proper authorization.

## Standard of Care

Here is a sample "Standard of Care" section for a Non-Disclosure Agreement:  
  
\*\*Standard of Care\*\*  
  
During the Term of this Agreement, the Disclosing Party shall maintain and adhere to the highest standards of care and diligence in the development, testing, and maintenance of its confidential information and intellectual property, including but not limited to:  
  
1. \*\*Data Security\*\*: The Disclosing Party shall take reasonable measures to prevent unauthorized access, use, duplication, or disclosure of the confidential information and intellectual property, including but not limited to:  
 \* Implementing and enforcing data loss prevention policies and procedures;  
 \* Utilizing encryption and authentication protocols to protect the confidentiality and integrity of the confidential information and intellectual property;  
 \* Conducting regular security audits and vulnerability assessments; and  
 \* Training employees and contractors on data security best practices and ensuring compliance with such training.  
2. \*\*Code Development and Testing\*\*: The Disclosing Party shall maintain a secure and controlled environment for the development, testing, and quality assurance of its software and other intellectual property, including but not limited to:  
 \* Implementing secure development best practices, including input validation, error handling, and secure coding guidelines;  
 \* Conducting regular security testing and penetration testing of its software and intellectual property;  
 \* Maintaining accurate and detailed records of all testing and quality assurance activities; and  
 \* Ensuring that all testing and quality assurance activities are performed in a secure and controlled environment.  
3. \*\*Employee and Contractor Access\*\*: The Disclosing Party shall ensure that all employees and contractors who have access to its confidential information and intellectual property have necessary clearance, secure access, and appropriate training and supervision to prevent unauthorized disclosure or use of the confidential information and intellectual property.  
4. \*\*Third-Party Vendor Management\*\*: The Disclosing Party shall maintain a list of all third-party vendors and contractors that have access to its confidential information and intellectual property, and shall ensure that such vendors and contractors comply with all applicable data security and confidentiality provisions.  
5. \*\*Incident Response\*\*: The Disclosing Party shall have in place an incident response plan to respond promptly and effectively in the event of a suspected or confirmed security incident, including but not limited to:  
 \* Notifying appropriate parties, including law enforcement and regulatory agencies, of any suspected or confirmed security incidents;  
 \* Implementing prompt and effective procedures to contain, assess, and remedy the breach;  
 \* Conducting regular security incident response training and drills to ensure readiness; and  
 \* Maintaining accurate and detailed records of all security incident response activities.  
  
By signing below, the parties acknowledge that they have read, understand, and agree to abide by the terms and conditions of this "Standard of Care" section.  
  
\*\*Authorized Signature\*\*  
  
[Insert signature block]  
  
\*\*Date\*\*  
  
[Insert date]  
  
This is just a sample, and you may need to modify it to fit the specific needs of your organization and the terms of your Non-Disclosure Agreement. It's also a good idea to review your Standard of Care policies and procedures with legal counsel to ensure they are compliant with all applicable laws and regulations.

## Disclosure Required by Law and Other Exceptions

Here is a sample content for the "Disclosure Required by Law and Other Exceptions" section of a Non-Disclosure Agreement (NDA):  
  
\*\*Disclosure Required by Law and Other Exceptions\*\*  
  
This NDA is intended to protect the confidentiality of Confidential Information (as defined below) disclosed by [Name of Disclosing Party] to [Name of Receiving Party]. Notwithstanding such intention, the parties acknowledge that certain disclosures may be required by law or other circumstances. For the avoidance of doubt, the following disclosures are permitted:  
  
1. \*\*Disclosure to Government Authorities\*\*: To the extent required by law, regulation, or court order, [Name of Receiving Party] may disclose Confidential Information to government authorities, such as law enforcement agencies, regulatory bodies, or courts of law.  
2. \*\*Disclosure in Connection with Proceedings\*\*: In the event of any proceeding (whether civil, criminal, investigative, or judicial), including but not limited to, litigation, arbitration, mediation, or investigation, [Name of Receiving Party] may disclose Confidential Information to the extent necessary to defend or respond to the proceeding.  
3. \*\*Disclosure to Antitrust Authorities\*\*: To the extent required by antitrust or competition law, [Name of Receiving Party] may disclose Confidential Information to relevant antitrust authorities.  
4. \*\*Disclosure to Professional Advisors\*\*: [Name of Receiving Party] may disclose Confidential Information to its professional advisors (e.g., attorneys, accountants) on a need-to-know basis, provided that such advisors agree to maintain the confidentiality of the disclosed information.  
  
\*\*Important Note\*\*: The parties acknowledge that the permitted disclosures set forth above shall be made only to the extent required by law, regulation, or other circumstances, and shall be made in a manner that minimizes any potential harm to [Name of Disclosing Party]. In the event that [Name of Receiving Party] is required to make a disclosure under this section, it shall notify [Name of Disclosing Party] promptly and in writing, unless prohibited by law or otherwise.  
  
By executing this NDA, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this section.  
  
\*\*Remember to customize this content as per your specific needs and the requirements of your Non-Disclosure Agreement\*\*

## Contact Persons

Here is some sample content for the "Contact Persons" section of a Non-Disclosure Agreement (NDA):  
  
\*\*Contact Persons\*\*  
  
The parties to this Non-Disclosure Agreement (the "NDAA") agree as follows:  
  
\*\*Receiving Party's Representative(s)\*\*  
  
The receiving party shall designate the following person(s) as its authorized representative(s) in all matters related to the NDAA and the confidentiality obligations set forth herein:  
  
\* Name: [Name of Representative]  
\* Title: [Title of Representative]  
\* Contact Information: [Email address and/or telephone number of Representative]  
\* Address: [Physical address of Representative or Receiving Party]  
  
\*\*Disclosing Party's Representative(s)\*\*  
  
The disclosing party shall designate the following person(s) as its authorized representative(s) in all matters related to the NDAA and the confidential information disclosed by the disclosing party under this NDA:  
  
\* Name: [Name of Representative]  
\* Title: [Title of Representative]  
\* Contact Information: [Email address and/or telephone number of Representative]  
\* Address: [Physical address of Representative or Disclosing Party]  
  
\*\*Notice of Changes\*\*  
  
The parties agree to promptly notify each other in writing of any changes to the contact information set forth above. Such notice shall be effective upon receipt by the other party.  
  
By including this section in your NDA, you are designating specific individuals who are authorized to receive and respond to information related to the confidentiality obligations under the agreement. This section helps to ensure that all parties are aware of who to contact in case of questions or issues regarding the agreement and the confidential information shared under it.

## Term and Termination

Here is an example of content for the "Term and Termination" section of a Non-Disclosure Agreement:  
  
\*\*Term\*\*  
  
1. \*\*Duration\*\*: This Non-Disclosure Agreement shall commence on [Start Date] and continue until [End Date]. If the parties do not notify each other in writing of their intention to terminate the Agreement, it will automatically renew for additional terms of [Renewal Period] at the end of the then-current term.  
2. \*\*Termination\*\*: Either party may terminate this Non-Disclosure Agreement upon [Minimum Notice Period] days' written notice to the other party. Upon termination, each party shall return all Confidential Information and any copies thereof to the other party and shall destroy all such Confidential Information and certify in writing that it has been destroyed.  
  
\*\*Termination for Breach\*\*  
  
1. \*\*Breach\*\*: If a party breaches any provision of this Non-Disclosure Agreement, the other party may terminate this Agreement upon written notice to the breaching party.  
2. \*\*Claims\*\*: Upon termination, the non-breaching party may make such claims as it may have against the breaching party, including seeking injunctive relief, actual damages, and exemplary damages.  
  
\*\*Effect of Termination\*\*  
  
1. \*\*Confidentiality Obligations\*\*: The parties' Confidentiality Obligations shall survive termination of this Non-Disclosure Agreement and shall remain in effect for [Post-Termination Confidentiality Period].  
2. \*\*No Release of Confidential Information\*\*: The termination of this Non-Disclosure Agreement shall not relieve either party from any liability or obligation arising from the unauthorized disclosure or use of Confidential Information prior to the termination of this Agreement.  
  
\*\*Reinstatement\*\*  
  
1. \*\*Cause\*\*: If a party reinstates a terminated Agreement, all provisions of this Non-Disclosure Agreement, including Confidentiality Obligations, shall be reinstated.  
  
\*\*Entire Agreement\*\*  
  
This Non-Disclosure Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.  
  
This is just an example, and you should adapt the content to your specific needs and circumstances. It's also important to consult with a lawyer to ensure that the content meets your legal requirements and is enforceable in court.

## Return of Confidential Information

Here's a sample content for the "Return of Confidential Information" section of a Non-Disclosure Agreement:  
  
\*\*Return of Confidential Information\*\*  
  
Upon termination of this Agreement, whether by expiration, breach, or otherwise, [PARTY 1/COMPANY] shall promptly return to [PARTY 2/COMPANY] all Confidential Information disclosed by [PARTY 2/COMPANY] and all copies thereof in its possession, custody or control. This obligation to return Confidential Information shall survive the termination of this Agreement for a period of [SPECIFY TIME PERIOD, e.g., one (1) year] from the date of termination.  
  
[PARTY 1/COMPANY] shall also destroy, erase, or delete all copies of Confidential Information in its possession, custody, or control and certify to [PARTY 2/COMPANY] that it has done so. If [PARTY 1/COMPANY] is unable to destroy, erase, or delete Confidential Information, it shall notify [PARTY 2/COMPANY] in writing and provide detailed documentation of its efforts to do so.  
  
Upon request by [PARTY 2/COMPANY], [PARTY 1/COMPANY] shall provide written certification confirming that it has complied with the obligations set forth in this Section.  
  
This Section shall not apply to Confidential Information that is (i) in the public domain at the time of return; (ii) lawfully obtained from a third party without breach of any obligation of confidentiality; (iii) independently developed by [PARTY 1/COMPANY] without use of, or reference to, Confidential Information; or (iv) required to be disclosed by law or regulatory requirement and [PARTY 1/COMPANY] has taken reasonable steps to notify [PARTY 2/COMPANY] of such requirement.  
  
\*\*Note:\*\* This is just a sample and may need to be modified based on your specific needs and the laws of your jurisdiction. It's always a good idea to consult with a lawyer or legal expert to ensure that your Non-Disclosure Agreement is drafted in compliance with relevant laws and regulations.

## Warranty

Here is a sample "Warranty" section for a Non-Disclosure Agreement (NDA):  
  
\*\*WARRANTY\*\*  
  
[Company/Organization Name] ("Disclosing Party") warrants and represents to [Recipient's Name] ("Receiving Party") that:  
  
1. \*\*Confidentiality\*\*: The Disclosing Party shall maintain the confidentiality of all Confidential Information (as defined below) and shall use the same degree of care and protection as it uses to maintain the confidentiality of its own confidential and proprietary information, but in no event less than reasonable care.  
2. \*\*Ownership\*\*: The Disclosing Party retains all ownership and intellectual property rights in and to the Confidential Information, and nothing in this NDA shall be construed as a transfer of ownership or a grant of license to the Receiving Party.  
3. \*\*Accuracy\*\*: The Confidential Information is accurate and complete to the best of the Disclosing Party's knowledge and belief.  
4. \*\*No Warranties\*\*: The Disclosing Party does not warrant that the Confidential Information is free from defects or errors, or that it will be suitable for any particular purpose or use.  
  
\*\*Definitions\*\*:  
  
\* "Confidential Information" means all information, whether written or oral, that is disclosed or made available by the Disclosing Party to the Receiving Party, including but not limited to trade secrets, know-how, business plans, financial information, technical data, inventions, patented or unpatented materials, proprietary information, or any other information that the Disclosing Party designates as confidential or proprietary.  
\* "Reasonable Care" means the exercise of that degree of care, diligence, and attention which a prudent and reasonable person would exercise under similar circumstances.  
  
\*\*Limitation of Liability\*\*:  
  
IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, ARISING OUT OF OR CONNECTED WITH THE RECEIVING PARTY'S USE OR MISUSE OF THE CONFIDENTIAL INFORMATION.  
  
By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Warranty section.  
  
---  
  
\*\*Signatures\*\*:  
  
[Disclosing Party]  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
[Receiving Party]  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Breach

Here's an example of content that could be included in the "Breach" section of a Non-Disclosure Agreement (NDA):  
  
\*\*1. Breach by Recipient\*\*  
  
The Recipient shall not disclose or use any Confidential Information for any purpose other than the purposes permitted under this Agreement. In the event that the Recipient breaches this obligation, the Disclosing Party (i.e., the party providing the Confidential Information) shall have the right to seek injunctive relief and/or other remedies available at law or in equity.  
  
\*\*2. Consequences of Breach\*\*  
  
In the event of any breach or threatened breach of this Agreement by the Recipient, the Disclosing Party shall be entitled to:  
  
\* Seek injunctive relief to prevent further breach;  
\* Seek damages for any losses or damages resulting from the breach;  
\* Revoke any licenses or permission granted under this Agreement;  
\* Require the Recipient to return all Confidential Information and any copies thereof; and  
\* Pursue any other legal or equitable remedies available to it.  
  
\*\*3. Notice of Breach\*\*  
  
The Disclosing Party shall notify the Recipient in writing if it believes that the Recipient has breached or is about to breach this Agreement. The notice shall set forth the specific allegations of breach and be accompanied by any relevant evidence.  
  
\*\*4. Cure\*\*  
  
If the Recipient is alleged to have breached this Agreement, it shall have [insert time period, e.g., "30 days" or "60 days"] from the date of notification to cure the breach. If the Recipient fails to cure the breach within the specified time period, the Disclosing Party shall have the right to exercise its remedies under this Agreement.  
  
\*\*5. Remedies Cumulative\*\*  
  
The remedies provided in this Agreement shall be cumulative and in addition to any other remedies available to the Disclosing Party under law or in equity. The failure of the Disclosing Party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future.  
  
\*\*6. Enforcement\*\*  
  
This Agreement shall be governed by and construed in accordance with the laws of [insert jurisdiction]. Any disputes arising out of or related to this Agreement shall be resolved through [insert dispute resolution process, e.g., arbitration or litigation] in accordance with the laws of the jurisdiction specified above.  
  
Remember to customize this content to fit the specific needs of your agreement and the parties involved.

## Applicable Law; Consent to Jurisdiction

Here is a sample text for the "Applicable Law; Consent to Jurisdiction" section of a Non-disclosure Agreement (NDA):  
  
\*\*Applicable Law\*\*  
  
This NDA shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without giving effect to any principles of conflicts of law.  
  
\*\*Consent to Jurisdiction\*\*  
  
Each party irrevocably submits to the exclusive jurisdiction of the courts of [STATE/COUNTRY] and waives any jurisdictional, venue, or inconvenient forum defenses to the jurisdiction of such courts. Any legal proceedings arising out of or related to this NDA shall be brought in the courts of [STATE/COUNTRY]. The parties agree that all claims, grievances, or controversies arising out of or related to this NDA shall be resolved through binding arbitration conducted in [STATE/COUNTRY], in accordance with the rules of the [ARBITRATION ASSOCIATION]. The parties further agree to abide by the decision of the arbitrator(s) and to carry out any arbitral award in accordance with the laws of [STATE/COUNTRY].  
  
This language provides:  
  
1. Specific governing law: The NDA is governed by the laws of [STATE/COUNTRY], which means that the parties agree to be bound by the laws of that state or country in the event of any dispute or litigation.  
2. Exclusive jurisdiction: The parties agree to submit to the exclusive jurisdiction of the courts of [STATE/COUNTRY]. This means that any legal proceedings arising out of or related to the NDA must be brought in those courts.  
3. Waiver of defenses: The parties agree to waive any jurisdictional, venue, or inconvenient forum defenses, which means that they cannot argue that the court is not the proper jurisdiction or that the case should be heard in another location.  
4. Arbitration: The parties agree to resolve any disputes through arbitration, which is a private process conducted by a neutral third party. The arbitration will be conducted in [STATE/COUNTRY] and will follow the rules of the [ARBITRATION ASSOCIATION].  
  
Remember to customize this language to fit your specific needs and the needs of your business.

## Dispute Resolution

Here is a sample content for the "Discue Resolution" section of a Non-Disclosure Agreement (NDA):  
  
\*\*Dispute Resolution\*\*  
  
1. \*\*Notification of Dispute\*\*: Any dispute, claim, or controversy arising out of or related to this NDA, including the interpretation, validity, and performance of this Agreement, shall be resolved through good faith negotiations between the Parties.  
  
2. \*\*Dispute Resolution Process\*\*: If negotiations do not resolve the dispute, the Parties shall engage in mediation proceedings in accordance with the mediation rules of [insert mediation institution or organization]. The mediation proceedings shall be conducted by a mediator mutually agreed upon by the Parties or, in the absence of agreement, appointed by [insert mediation institution or organization]. The Parties shall share the costs of the mediation equally.  
  
3. \*\*Arbitration\*\*: If the dispute is not resolved through mediation, the Parties shall submit the dispute to arbitration in accordance with the rules of [insert arbitration institution or organization]. The arbitration shall be conducted by a single arbitrator jointly selected by the Parties or, in the absence of agreement, appointed by [insert arbitration institution or organization]. The arbitrator's decision shall be final and binding, and judgment may be entered upon it in accordance with the laws of [insert jurisdiction].  
  
4. \*\*No Lawsuits\*\*: The Parties agree not to file or pursue any lawsuit or other legal action regarding any dispute arising out of or related to this NDA, except as provided for in this Dispute Resolution section.  
  
5. \*\*Governing Law\*\*: This Dispute Resolution section shall be governed by and construed in accordance with the laws of [insert jurisdiction].  
  
6. \*\*Entire Agreement\*\*: This Dispute Resolution section sets forth the entire agreement and understanding between the Parties regarding the resolution of disputes, and supersedes all prior or contemporaneous agreements or understandings.  
  
7. \*\*Amendments\*\*: This Dispute Resolution section may not be amended or modified except in writing signed by both Parties.  
  
By including this Dispute Resolution section in your NDA, you can establish a clear procedure for resolving disputes that may arise in the event of a breach or alleged breach of the Agreement. This section provides an opportunity for the Parties to negotiate in good faith, followed by mediation and arbitration if necessary, before resorting to litigation.

## Miscellaneous

Here is some sample content for the "Miscellaneous" section of a Non-Disclosure Agreement (NDA):  
  
\*\*Miscellaneous\*\*  
  
1. \*\*Entire Agreement\*\*: This NDA constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.  
  
2. \*\*Amendments\*\*: This NDA may not be amended or modified except in writing signed by both parties.  
  
3. \*\*Waiver\*\*: The failure of either party to enforce any term or condition of this NDA shall not be deemed a waiver of that party's right to enforce that term or condition in the future.  
  
4. \*\*Governing Law\*\*: This NDA shall be governed by and construed in accordance with the laws of [State/Country], and any disputes arising out of or related to this NDA shall be resolved through [arbitration/forum of choice].  
  
5. \*\*Jurisdiction\*\*: The parties hereby consent to the exclusive jurisdiction of the courts located in [County/City], [State/Country], for any disputes arising out of or related to this NDA.  
  
6. \*\*Notice\*\*: All notices, demands, or communications under this NDA shall be in writing and shall be deemed to be delivered [number] days after mailing, if sent by certified mail, return receipt requested, or when received, if sent by email, with confirmation of receipt.  
  
7. \*\*Survival\*\*: The obligations of confidentiality and the restrictions on disclosure set forth in this NDA shall survive the termination of this NDA for any reason.  
  
8. \*\*Assignability\*\*: This NDA may not be assigned or transferred by either party without the prior written consent of the other party.  
  
9. \*\* Severability\*\*: If any provision of this NDA is held to be invalid or unenforceable, that provision shall be severable and shall not affect the validity or enforceability of the remaining provisions of this NDA.  
  
10. \*\*Counterparts\*\*: This NDA may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.  
  
By including these provisions in the Miscellaneous section of your NDA, you can ensure that the agreement is comprehensive and covers all the necessary bases. Note that these provisions may need to be adjusted based on the specific needs and circumstances of your agreement.

## Signature of Both Parties

Here is a sample content for the "Signature of Both Parties" section of a Non-Disclosure Agreement:  
  
\*\*This Non-Disclosure Agreement ("Agreement") is made and entered into on [Date]\*\*  
  
\*\*BY AND BETWEEN\*\*  
  
\*\*[Name of Disclosing Party]\*\* (the "Disclosing Party"), whose address is [Address of Disclosing Party]  
  
\*\*AND\*\*  
  
\*\*[Name of Receiving Party]\*\* (the "Receiving Party"), whose address is [Address of Receiving Party]  
  
\*\*TOGETHER WITH ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES (collectively, the "Parties").\*\*  
  
\*\*IN WITNESS WHEREOF\*\*, the Parties have executed this Agreement as of the date first above written.  
  
\*\*THE DISCLOSING PARTY:\*\*  
  
ByName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\*\*THE RECEIVING PARTY:\*\*  
  
ByName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Note:  
  
\* Make sure to customize the content with the actual names and addresses of the parties involved.  
\* The Disclosing Party is the party providing confidential information, while the Receiving Party is the party receiving it.  
\* The signatories should be authorized representatives of the respective parties.  
\* The "date" mentioned above should be the date when the agreement is executed.  
\* You can modify the section to include additional clauses or provisions as necessary.