**Non-Disclosure Agreement (NDA)/Confidentiality Agreement Information**

**2 types:**

* unilateral – when one party is not allowed to share confidential information as opposed to/vs.
* mutual – when both parties are not allowed to share mutual information

**Definition**

legally enforceable contract that creates a confidential relationship between a person who holds some kind of secret information and a person to whom the secret will be disclosed

binds a recipient of secret information from releasing to a third (3rd) party or the general public

The secret information typically includes, but is not limited to, intellectual property such as trade secrets, copyrighted work, and patentable inventions, that an individual or company does not want revealed to their competitors. If the bound party divulges any of the information that was meant to be kept secret, they could be liable for significant damages.

legal obligation to privacy and compels those who agree to keep any specified information top-secret or secured

means you will have legal recourse and might even be able to sue for damages

Parties

(The) Releasor – the party giving the Confidential Information (Business Entity or Individual(s))

(The) Recipient – the party receiving the Confidential Information (Business Entity or Individual(s))

I. Recitals/Preamble Section

-outlines the background information and context or foundation of the agreement to follow and highlights what each party is receiving out of the exchange/transaction or why they are entering into it

II. State What Is Considered Confidential Information?

-all info shared by the Releasor

-only info marked ‘Confidential’ by the Releasor

-only specific info (describe)

any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Our company defines Confidential Information very similarly. Our company defines this as:

any data of any kind, nature, or description concerning any matters affecting or relating to the business of Employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other dates. Specifically, this could include development plans, marketing strategies, finance, operations, systems, concepts, documentation, reports, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance evaluation results relating to past, present, or future business activities, technical information, designs, processes, procedures, formulas, improvements, or any other Information as deemed proprietary and confidential by Employer.

III. State What Is Not Confidential Info

Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party’s records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party’s records, and without reference or access to any Confidential Information.

IV. Disclosure of Confidential Information

-the Releasor may give Confidential Information to the Recipient

-what the Recipient will do to protect that Confidential Information

V. Use of Confidential Information

-details acceptable uses of the Confidential Information and lists things the Recipient cannot do with the information

-Confidential Information owns and belong to the Releasor

Compelled Disclosure of Confidential Information

-how to deal with the cases of government, judicial, or administrative orders

VI. Remedies

-acknowledgment that the Confidential Information is important, material, and valuable and the unauthorized disclosure of it would destroy or diminish the value and gravely adversely affect the effective and successful conduct or operations of the business

-what exactly the Releasor is entitled to in the event of a breach

References

<https://eforms.com/nda/>

<https://www.rocketlawyer.com/form/non-disclosure-agreement.rl#/>

<https://www.lawdepot.com/contracts/non-disclosure-agreement/?loc=US#.XLs0wqRRfZt>