

## Confidentiality Agreement

This Confidentiality Agreement is entered into and effective as of \_\_\_\_\_  
[DD/MM/YYYY].

**Between:** \_\_\_\_\_ [Name of Creator], "Creator"  
\_\_\_\_\_ [Mailing Address]  
\_\_\_\_\_ [Email]  
\_\_\_\_\_ [Phone Number]

**And:** \_\_\_\_\_ [Name of Recipient], "Recipient"  
\_\_\_\_\_ [Mailing Address]  
\_\_\_\_\_ [Email]  
\_\_\_\_\_ [Phone Number]

### 1. Background

a. Nature of Relationship

*Use this section to give context to the situation and describe the relationship. For example, it could be a:*

- *Relationship between an employer and an employee*
- *Relationship between a client and service provider*
- *Partnership between company founders or inventors*
- *Relationship between a company and a contractor or freelancer*

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b. The "Recipient" will receive from the "Creator" "Confidential Information" as a result of the relationship.

- c. The "Recipient" will develop on behalf of the "Creator" "Confidential Information" as a result of the relationship.

## 2. Terms

Both parties agree to the following terms:

- a. "Confidential Information" is any and all data, ideas, or information related to the business relationship including:
  - i. Intellectual Property
  - ii. Industry "Secrets"
  - iii. Product and Service Information
  - iv. Customer or Client Information
  - v. Vendor Information
  - vi. Technology and Processes
  - vii. Marketing and Communications Materials
  - viii. Business or Product Development Information
  
- b. What is not considered "Confidential Information":
  - i. Common industry knowledge that would be known outside of the organization.
  - ii. General information that is made available to the public.
  - iii. Information known or in possession by the "Recipient" prior to the Confidentiality Agreement.
  - iv. Information obtained by the "Recipient" from a third party who has the right to disclose it.
  - v. Information created or developed by the "Recipient" without the use of "Confidential Information" provided by the "Creator".
  
- c. Obligations:
  - i. The "Recipient" must keep all "Confidential Information" outlined in this agreement confidential.

- ii. The "Recipient" will not use any "Confidential Information" received or developed on behalf of the "Creator" in a way that may cause harm or be detrimental to the "Creator".
- iii. The "Recipient" may disclose "Confidential Information" to any internal representatives, agents, employees, or others that have a reasonable need to know the information.
- iv. The "Recipient" may also disclose "Confidential Information" to any third parties with written consent from the "Creator".
- v. The obligations of this agreement go into effect on the effective date and will remain in effect until termination of this agreement.

### 3. Signatures

The undersigned and all other parties agree to the terms outlined in this Confidentiality Agreement.

**Name of Creator** (printed) \_\_\_\_\_

**Creator's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Recipient** (printed) \_\_\_\_\_

**Borrower's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witnesses:**

**Name of Witness** (printed) \_\_\_\_\_

**Witness's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Witness** (printed) \_\_\_\_\_

**Witness's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_