**Non-Disclosure Agreement (NDA)**

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

**Between:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Company Name],

 Disclosing Party

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Company Address / Contact Details]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Representative Name]

**And:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Company Name],

Receiving Party

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Company Address / Contact Details]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Representative Name]

Both parties agree to the following terms:

1. **Definitions.** “Confidential Information” refers to any kind of information, data, knowledge, or intelligence related to the Disclosing Party in written, visual, oral, or any other tangible form. This could include:
	1. Technical information regarding the Disclosing Party’s products and services, internal processes, techniques, formulas, software code, test results, discoveries, and correspondence.
	2. Business information regarding sales data, cost information, marketing methods, customer lists, customer information, business plans, leads, supplier lists, advertising strategies, and/or information regarding any other affiliated partner.
2. **Confidentiality.** The Receiving Party acknowledges that the information types outlined above must remain confidential, and agrees to:
	1. Not disclose the above information to any third-party.
	2. Not copy, modify, or clone the above information.
	3. Not use the above information in an unauthorized manner including for advertising or promotional purposes.
3. **Use.** The Receiving Party shall not disclose or in any way profit from any “Confidential Information” provided by the Disclosing Party.
4. **Exclusions.** “Confidential Information” does not include:
	1. Information that is publicly known.
	2. Information previously discovered by Receiving Party prior to this disclosure.
5. **Termination and Return of Information.** Upon termination of this agreement, the Receiving Party shall:
	1. Return all documents or materials containing “Confidential Information” back to the Disclosing Party.
	2. Destroy all documents or materials containing “Confidential Information”.
6. **Ownership.** This agreement is non-transferable. Should this agreement need to be transferred to another party, written consent is required from both parties.
7. **Modifications.** Any additions or modifications to this Non-Disclosure Agreement must be:
	1. Made in writing
	2. Signed by both parties
8. **Applicable Law.** This Non-Disclosure Agreement shall be governed under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[State/Country].

I hereby certify that I have read the above Non-Disclosure Agreement and understand the directives regarding confidentiality and “Confidential Information”. I agree to not disclose any such information to any unauthorized person or third party, for both private or professional use, now or in the future.

**Disclosing Party:**

Name (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of representative) (Name of organization)

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**

Name (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of representative) (Name of organization)

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_