

Non-Disclosure Agreement

Introduction. This Agreement [Agreement name] is made as of Date [Effective Date] between [name of business] and [name of other], collectively, the “Parties”.

Purpose. [Party 1 or Business Name] owns, possesses or controls certain proprietary and confidential information of a technical, business or personal nature (collectively and individually described as the “Information”). [Party 2 or Name of Other] agrees to receive, and [Party 1 or Business Name] is willing to supply, the Information on the terms and conditions set out in this Agreement for the purpose of [Party 2 or Name of Other] providing clerical support to [Party 1 or Business Name]. (“Purpose”).

Disclosure. [Party 1 or Business Name] may provide the Information to [Party 2 or Name of Other] at its discretion as is required for the Purpose. Nothing in this Agreement obligates [Party 1 or Business Name] to make any particular disclosure of Information.

Interest in [Party 1 or Business Name]. All right, title and interest in and to the Information shall remain the exclusive property of [Party 1 or Business Name] and the Information shall be held in trust and confidence by [Party 2 or Name of Other] for [Party 1 or Business Name]. No interest, license or any right respecting the Information, other than expressly set out herein, is granted to [Party 2 or Name of Other] under this Agreement by implication or otherwise. The [Party 1 or Business Name], and not the [Party 2 or Name of Other], is recognized as the legal “recipient,” contemplated as the party of interest or the legal addressee, of material that may be shared with [Party 2 or Name of Other] under this Agreement.

Duties / Standard of Care. [Party 2 or Name of Other] shall use all reasonable efforts to protect [Party 1 or Business Name]’s interest in the Information and keep it confidential, using a standard of care no less than the degree of care that [Party 2 or Name of Other] would be reasonably expected to employ for its own confidential information.

Disclosure Restrictions. [Party 2 or Name of Other] shall not directly or indirectly disclose, allow access to, or transmit or transfer the Information to a third party without the [Party 1 or Business Name]’s prior written consent. [Party 2 or Name of Other] shall disclose the Information only to those persons who have a need to know the Information for the Purpose and who have been approved by the [Party 1 or Business Name] to receive the Information. [Party 2 or Name of Other] shall, prior to disclosing the Information to such employees and consultants, issue appropriate instructions to them to satisfy its obligations herein and obtain their written agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement.

Parties with Express Permission to Access. For purposes of this Agreement, [Party 1 or Business Name] expressly grants Parties right to access the Information considered under this Agreement for the stated purposes.

Storage Restrictions. The Information shall not be copied, reproduced in any form or stored in a retrieval system or database by [Party 2 or Name of Other] without the prior written consent of [Party 1 or Business Name], except for such copies and storage as may reasonably required internally by [Party 2 or Name of Other] for the Purpose.

Instances of Reduced Obligation. The obligations of the [Party 2 or Name of Other] under this Agreement shall not apply to Information:

- (a) Which at the time of disclosure is readily available to the trade or the public;
- (b) Which [Party 2 or Name of Other] can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Information by [Party 1 or Business Name];
- (c) Or any Information which the [Party 2 or Name of Other] is legally required to disclose.

No Representation. This Agreement shall not constitute any representation, warranty or guarantee to [Party 2 or Name of Other] by [Party 1 or Business Name] with respect to the Information infringing any rights of third parties. [Party 1 or Business Name] shall not be held liable for any errors or omissions in the Information or the use or the results of the use of the Information.

Damages Acknowledged. The Parties acknowledge and agree that due to the unique nature of the Works and Proprietary Information, any breach of this agreement would cause irreparable harm to a the affected Party. Any breach would result in harm for which damages would not be an adequate remedy and that each affected Party shall be entitled to equitable relief in addition to all other remedies available at law.

Return and Deletion of Information upon Request. [Party 2 or Name of Other] shall, upon request of [Party 1 or Business Name], immediately return the Information and all copies thereof in any form whatsoever under the power or control of [Party 2 or Name of Other] to [Party 1 or Business Name], and delete the Information from all retrieval systems and databases or destroy same as directed by [Party 1 or Business Name] and furnish to [Party 1 or Business Name] a certificate by an officer of [Party 2 or Name of Other] of such deletion or destruction. To the extent that [Party 2 or Name of Other] has shared information under this Agreement, [Party 2 or Name of Other] must provide information to the identity of the persons with whom the information was shared. This provision requiring identity of persons with whom Information is shared applies only to persons with whom information was shared outside of a recognized attorney/client, attorney work product or other recognized privilege.

Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and remaining part of such provision and all other provisions hereof shall continue in full force and effect.

Indemnification. The [Party 2 or Name of Other] shall indemnify and hold harmless the [Party 1 or Business Name] from all damages, losses, expenses and costs whatsoever resulting from the breach of this Agreement by the [Party 2 or Name of Other].

Merger Clause / Entire Agreement. This Agreement represents the final agreement between the Parties relating to the subject matter hereof, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

Modification. This Agreement may only be modified in writing, signed and acknowledged by each of the Parties.

Assignment / Delegation. This Agreement may not be assigned or delegated by either party without the prior written consent of the other party.

Governing Law / Enforcement. This Agreement shall be construed in accordance with the laws of the District of Columbia. Any proceeding to enforce this Agreement shall be brought in the courts of the District of Columbia.

Good Faith. The Parties agree to operate in good faith to resolve any disputes that may arise under this Agreement.

Successors in Interest. This Agreement is binding upon the Parties, their heirs, executors, administrators, assigns, successors in interest, predecessors in interest, and anyone claiming by or through any of the Parties.

Execution in Multiple Parts. This Agreement may be executed in multiple identical counterparts, each of which when executed shall be deemed an original.

Capacity to Contract. The signatories hereto covenant, represent and warrant that they are of legal age, are under no disability and have the mental capacity and authority to legally bind themselves and/or the persons on behalf of whom they execute this Agreement.

Notice of Terms. The Parties acknowledge, represent, warrant and confirm that they have each carefully read and understand the effect of this Agreement, and that they each have had the opportunity to enlist the assistance of legal counsel in carefully reviewing, discussing and considering all terms of this Agreement.

Construction. In the event of any question or dispute under this Agreement, the Parties agree that the terms of this Agreement shall be construed as if all Parties were the drafter hereof.

Signature, [Party 1 or Business Representative]: _____ Date: _____

Printed Name, [Party 1 or Business Representative]: _____

Signature, [Party 2 or Signature of Other]: _____ Date: _____

Printed Name, [Party 2 or Name of Other]: _____