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SHORT FORM NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgment between \_\_\_\_\_ (the Discloser) and \_\_\_\_\_ (the Undertaker)
Whereas the Discloser wishes to disclose to the Undertaker certain confidential information which is valuable to the Undertaker...

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on DD/MM/YYYY

BETWEEN

[The Disclosing Party]

AND

[The Receiving Party]

Reference: Information related, but not limited to, development projects and assignments to be performed by the Recipient for the Company.

The Company possesses competitively valuable Confidential Information (as hereinafter defined) regarding its current products, future products, research and development, and general business operations. Recipient may enter or has entered into a business relationship with the Company and in connection therewith may need to review or use the Company's Confidential Information and Materials or to create new Confidential Information and Materials for the Company.

1. Confidential Information and Materials

(a) "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template.

Sample Non-Disclosure Agreement Template (NDA), Confidentiality Agreement Template

(ABC COMPANY) UNILATERAL

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT dated \_\_\_\_\_, 20\_\_\_\_, by and between ABC Company, a (your state) Corporation ("ABC Company") and \_\_\_\_\_ ("Recipient").

WHEREAS, ABC Company and Recipient, for their mutual benefit and pursuant to a working relationship which has been or may be established, anticipate that ABC Company may disclose or deliver to a working relationship which has been or may be established, anticipate that ABC Company may disclose or deliver to Recipient documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or behalf of by ABC Company, in any jurisdiction, and any amendments or supplements thereto (collectively, "Proprietary Information"); and

WHEREAS, ABC Company desires to assure that the confidentiality of any Proprietary Information is maintained;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, ABC Company and Recipient hereby agree as follows:

1. For a period of sixty (60) months from the date hereof, Recipient shall hold in trust and confidence, and not disclose to others or use for Recipient's own benefit or for the benefit of another, any Proprietary Information which is disclosed to Recipient by ABC Company at any time between the date hereof and twelve (12) months thereafter. Recipient shall disclose Proprietary Information received under this Agreement to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This paragraph 1 shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns.

2. The undertakings and obligations of Recipient under this Agreement shall not apply to any Proprietary Information which: (a) is described in an issued patent anywhere in the world, is disclosed in a printed publication available to the public, or is otherwise in the public domain through no action or fault of Recipient; (b) is generally disclosed to third parties by ABC Company without restriction on such third parties, or is approved for release by written authorization of ABC Company; (c) if not designated "confidential" at the time of first disclosure

## Employee Non-Disclosure and Confidentiality Agreement

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by \_\_\_\_\_ (Company), the undersigned employee hereby agrees and acknowledges:

That during the course of my employ there may be disclosed to me certain of Company's trade secrets consisting but not limited to: technical information including methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, and business information including customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

I agree that I shall not during, or at any time after the termination of my employment with the Company, disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

That upon the termination of my employment from the Company I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ.

I further agree that I shall not retain copies, notes or abstracts of the foregoing.

The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief, and any other legal remedies available for any breach.

This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Company Employee

## NON-DISCLOSURE AGREEMENT

This Agreement is made by and between \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Recipient").

1. **Definition of Confidentiality.** As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (a) technical information, including patent, copyright, trade secret, and other proprietary information, including data base drawings, models, formulas, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas related to the current, future and proposed products and services of Company, or (b) non-technical information relating to Company's products, including without limitation pricing, margins, manufacturing plans and strategies, business, financial and accounting data and information, supplies, customers, contracts, lists, purchasing data, sales and marketing plans, sales forecasts plans and any other information which is proprietary and confidential to Company.

2. **Confidentiality and Notice Obligation.** Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether oral or written form. Recipient agrees that Recipient shall treat all Confidential Information of Company with a duty of care equal to that of Recipient applies to its own confidential information. Recipient further agrees that Recipient consents to a fair reasonable use to protect its own confidential information. This obligation is not absolute. Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.

3. **Survival.** This Agreement shall govern all communications between the parties. Recipient understands that its obligation under Paragraph 2 "Restrictions and Notice Obligations" shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly disclose to Company, without making any copies, all documents and other materials furnished to Recipient by Company.

4. **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

5. **Entirety/Effect.** A breach of any of the provisions or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

COMPANY: \_\_\_\_\_ RECIPIENT: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Example of non disclosure agreement. Non disclosure agreement for recipes. Free non disclosure agreement template ontario. Can you write your own non disclosure agreement. What is included in a non disclosure agreement. Non disclosure agreement template ontario canada.

Use an interview NDA to ensure that your recruitment efforts do not accidentally cause proprietary information. How to change the model is filled out a form. An NDA is generally used to: protect sensitive information - if you or your company should protect sensitive information you can use an NDA so that participants are legally intended to not disclose or release information with other parts. Non-disclosure agreements must include details such as: A € à,~ "We are involved in the agreement A € à,~" What information is covered and excluded from the agreement A € à,~ "which responsibilities the receiving part has regard to information A € à,~ "as long as the nda will last A € à,~ à" Signature for both sides the à €

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