**This contract template is part of the many resources we provide to our startup community.  This template is most appropriate for [insert description].  While this template and the corresponding videos cover basic and common terms, it is impossible to address every situation that can arise.  We cannot guarantee that this template is exactly what you need for your business.  If you make any customization to this template, we strongly recommend you ask an attorney for assistance.**

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**NON-DISCLOSURE AGREEMENT**

**This Non-Disclosure Agreement** (this “***Agreement***”) is entered into between **[Company Name]**, a [Name of state] [corporation or limited liability company] (the “***Company***”) and [Individual or Company Name], a [state][corporation or limited liability company] (the “***Recipient***”) as of [Date] (the “***Effective Date***”), to protect the confidentiality of certain confidential information of the Company to be disclosed to the Recipient solely for use in [Permitted Use; e.g. evaluating or pursuing a business relationship with the Company] (the “***Permitted Use***”).

**Definition of Confidential Information.**  As used in this Agreement, “***Confidential Information***” will mean any and all technical and non-technical information provided by the Company, whether it be before or after the Effective Date, to the Recipient, which may include without limitation information regarding: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Company, including without limitation the Company’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties; and (d) all other information that the Recipient knew, or reasonably should have known, was the Confidential Information of the Company.

**Nondisclosure of Confidential Information.**Subject to the “Exceptions” provision, the Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Company, and will use the Confidential Information for no purpose other than the Permitted Use. The Recipient will also protect such Confidential Information with at least the same degree of care that the Recipient uses to protect its own Confidential Information, but in no case, less than reasonable care. The Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained in this Agreement.

**Exceptions.** The Recipient will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if the Recipient can demonstrate with competent evidence that such Confidential Information:

1. was in the public domain at the time it was disclosed to the Recipient;
2. entered the public domain subsequent to the time it was disclosed to the Recipient, through no fault of the Recipient;
3. was in the Recipient’s possession free of any obligation of confidence at the time it was disclosed to the Recipient;
4. was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was disclosed to the Recipient;
5. was developed by employees or agents of the Recipient who had no access to any Confidential Information; or
6. is required to be disclosed by a valid order of a court or other governmental body having jurisdiction, *provided that* the Recipient provides the Company with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Company in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

**Notice of Disclosure.**  The Recipient will immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.

**Return of Materials.**  Upon termination or expiration of this Agreement, or upon written request of the Company, the Recipient will promptly return to the Company all documents and other tangible materials representing any Confidential Information and all copies of these documents and materials.

**No Rights Granted.**  Confidential Information is and will remain the sole property of the Company. The Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information under its terms will result in any obligation on the part of either party to enter into any further agreement with the other, license any products or services to the other, or to require the Company to disclose any particular Confidential Information. Nothing in this Agreement creates or will be deemed to create any employment, joint venture, or agency relationship between the parties.

**No Reverse Engineering.** The Recipient agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information without the prior written consent of the Company.

**Reproduction of Materials.** Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of the Company and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Company.

**Term.** The rights and obligations of the parties under this Agreement expire [NUMBER] year[s] after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

**No Representations Made.** THE COMPANY IS PROVIDING CONFIDENTIAL INFORMATION ON AN “AS IS” BASIS FOR USE BY THE RECIPIENT AT ITS OWN RISK. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**Remedies.** The Recipient agrees that its breach of this Agreement will cause irreparable damage to the Company for which recovery of damages would be inadequate, and that the Company will be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

**Governing Law.**  This Agreement and any action related to it will be governed, controlled, interpreted, and defined by and under the laws of the [Name of state], without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts for the county in which Company’s principal place of business is located, and the parties consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

**Severability and Waiver.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**Assignment.** The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**Export Laws.** The Recipient will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

**Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

**Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters in this regard and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by both Parties.

***[Remainder of page intentionally left blank]***

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

**COMPANY:**

**[Company Name]**

 By:

 Name:

 Title:

 Address:

**RECIPIENT:**

Name of Recipient (Please Print)

 Signature

Title (if applicable)

Address: