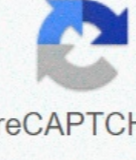


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# Staff confidentiality agreement template uk

Home Legal Documents Non-Disclosure Agreement (NDA) Use our Non-Disclosure Agreement to protect your confidential information. Begin by selecting the relationship between the parties: A non-disclosure agreement (also referred to as an NDA or confidentiality agreement) is a contract between two parties promising to keep certain information confidential. Confidential information is often sensitive, technical, commercial, or valuable in nature (e.g., trade secrets, proprietary information). Both parties sign the non-disclosure agreement, creating a binding contract to keep the confidential information secret. Be sure you understand how to write an NDA before drafting your own. Use a standard NDA to protect confidential information in the course of business (e.g., partnerships or sales), creative endeavors (e.g., film production or web design), product development (e.g., software development or inventions), or even personal affairs. Use a mutual NDA if you and another party both need to exchange confidential information that needs to remain private. For instance, to form a partnership, both companies may need to reveal sensitive financial information that would be damaging if it were leaked. Have employees, interns, consultants, or partners sign an employee NDA to agree to keep business information secret. This document can apply to general employment, agency partnerships, or third-party services. Use an interview NDA to ensure that your recruiting efforts don't accidentally result in proprietary information being leaked. When it's necessary to reveal to interviewees sensitive business information, have them sign an interview NDA first. All of the non-disclosure agreement templates provided above are blank, fillable, and free to download. They contain all of the necessary clauses and language to keep your confidential information private. However, it's easier to create a non-disclosure agreement in minutes using our free legal document builder. Continue reading to see samples of common (and necessary) clauses in non-disclosure agreements. How to Write an NDA: Common Clauses You may want to fill in or write your own non-disclosure agreement. Here are the standard clauses you should include, and what they mean: 1. Disclosing and Receiving Parties Start your NDA by establishing the "Parties" to the agreement. The "Disclosing Party" is the individual or entity sharing information, while the "Receiving Party" is the individual or entity receiving information. In a mutual NDA (also known as a bilateral NDA), confidential information is shared both ways. In this agreement, both parties serve as the Disclosing and Receiving Parties. Here's an example of how to start an NDA and establish the Parties to the agreement. Notice that the sample NDA clause also specifies what transaction or relationship the NDA relates to: 2. Confidential Information After the Parties have been established, specify what confidential information is protected by the non-disclosure agreement. Common examples of NDA-protected confidential information include: Trade secrets Special formulas Practices Instruments Software development Technical designs Blueprints Customer lists Patent details Business Ventures Affiliate deals Partnerships Mergers Real Estate Consultations Audits Advertising and marketing Pricing structures Business and financial records Creative Endeavors Documentary, TV, film, and news production Illustrations, graphic design, and drawings Web design Inventions, prototypes, or product samples Recipes Other Visitor or factory tours Bachelor or bachelorette parties Volunteering Celebrity meet-and-greets House tours Original artwork These are only a few examples of the types of information you wish to keep confidential under the protection of your NDA. Your agreement can list as many or few items of confidential information as needed, but you need to be specific about what information the Receiving Party is not permitted to disclose. Being specific about what information is protected by your NDA will help it stand up in court in the event of a legal dispute. 3. Exclusions from Confidential Information An "Exclusions" clause defines what kind of information is not protected by the NDA. Information that can't be protected by a non-disclosure agreement includes: information already in the public domain information the other party already has access to prior to the NDA information that is independently developed or discovered by the recipient information that the Disclosing Party has authorized the Receiving Party to share with prior written consent Oral information can be deemed confidential information, as long as it's confirmed in writing within a specific time frame after being disclosed. Here's an example of what your Exclusions clause should look like: 4. Non-Disclosure Obligations The bulk of your NDA will be made up of Non-Disclosure Obligations, which outlines what obligations the Receiving Party has to the Disclosing Party's information. Rather than being a single clause, this section will likely be comprised of multiple clauses that detail various obligations. This section will start with a clause like in the example below, which states the broad obligation of the Receiving Party to keep the confidential information quiet. You can add additional clauses to this section of your NDA, depending on your needs. Here are some other clauses you may choose to include in your Non-Disclosure Obligations section: 1. Non-Disclosure of Transaction: the Receiving Party promises to not let others know that: the Disclosing Party has shared or used Confidential Information, a Transaction is being discussed or negotiated, a Transaction has taken place, including the details of the relationship. 2. Non-Solicitation: either party may prevent the other from soliciting or offering employment to the other party's employees, or from diverting business away from the other party. 3. Non-compete: Parties agree not to engage in business activities that directly compete with the other Party. Many companies choose to have partners and employees sign NDAs and non-compete agreements separately. 4. Non-Circumvention: if the Disclosing Party is sharing business contacts, a non-circumvention clause prevents the Receiving Party from bypassing the agreement and directly doing business or engaging with those contacts. In the NDA sample below, you can see how these clauses may look in an agreement: These are only a few examples of Obligations clauses you may choose to include in your NDA. 5. Time Frame / Termination The NDA should explicitly state how long it remains in effect. The Time Frame includes when the promise to keep confidential information secret begins (the "Effective Date"), and the duration in which the protected information must not be shared with others (the "Disclosure Period"). Usually, the Parties agree to when the term of the agreement will end (known as the "Termination" provision). For example, the non-disclosure agreement could terminate when: the Agreement expires the Transaction is completed; or a specific time period has passed. 6. Jurisdiction The Jurisdiction clause establishes which state's laws govern the non-disclosure agreement. If confidential information is leaked or inappropriately used by one party and a lawsuit ensues, the laws of the agreed-upon state will apply, and any trials or hearings will take place in that state. Be aware that different states treat NDAs differently. For example, California doesn't honor non-compete clauses. 7. Signatures Finally, your NDA needs to include the signatures of all Parties and their Representatives. Representatives are other people (i.e., directors, officers, employees, agents, or advisors) who may share, receive, or protect information in pursuit of the Transaction specified in the NDA. Here's an example of the Disclosing Party's signature section: Directly below this is the Receiving Party's signature section, which is identical. 8. Additional Clauses Depending on the nature of the transaction, relationship, and information being specified, every NDA will end up looking different. There are additional clauses you may choose to include in your own non-disclosure agreement: Remedies: specifies the consequences of breaking the NDA No License: provides that the NDA doesn't give either party any patent, copyright, or ownership of the information provided. Severability: states that if one part of the NDA is ruled invalid in court, that part will be removed, and the rest of the agreement remains valid. Amendments: notes that the NDA may be amended at any time. Sample Non-Disclosure Agreement This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ as an Individual ("\_\_\_\_") and \_\_\_\_\_ as an Individual ("\_\_\_\_"). \_\_\_\_\_ and \_\_\_\_\_ have indicated an interest in exploring a potential business relationship (the "Transaction"). In connection with its respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, \_\_\_\_\_ and \_\_\_\_\_ agree as follows: Confidential Information. The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following: which the Disclosing Party considers confidential. Exclusions from Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information: If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives; If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information; If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval; If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose. Obligation to Maintain Confidentiality. With respect to Confidential Information: Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement; Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material; Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party; If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above. Non-Disclosure of Transaction. Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that Disclosing Party and Receiving Party are having discussions or negotiation concerning the Transaction; or (c) any of the terms, conditions or other facts with respect to the Transaction. Representatives. Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives. Disclaimer. There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party. Remedies. Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party. \_\_\_\_\_, NY, \_\_\_\_\_ Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_ Termination. This Agreement will terminate on the earlier of: (a) the written agreement of the parties to terminate this Agreement; (b) the consummation of the Transaction; or (c) \_\_\_\_\_, NY, \_\_\_\_\_ from the date hereof. Amendment. This Agreement may be amended or modified only by a written agreement signed by both of the parties. Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of New York for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts. Miscellaneous. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. \_\_\_\_\_ By: \_\_\_\_\_ Frequently Asked Questions About NDAs For more information about NDAs and related agreements, check out our FAQ resources below:

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