

Non-Disclosure Agreement (NDA)

For Contractors and Consultants

This Non-Disclosure Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between:

Disclosing Party: _____

Address: _____

Receiving Party (Contractor/Consultant): _____

Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all non-public information or material disclosed, whether in writing, orally, or by any other means, including but not limited to business processes, strategies, financial information, data, designs, trade secrets, and client data.

2. Obligations of Receiving Party

1. Maintain the confidentiality of the Confidential Information using at least a reasonable degree of care.
2. Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
3. Use Confidential Information solely for the purpose of fulfilling obligations as a contractor or consultant for the Disclosing Party.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement.
- Is received lawfully from a third party without any obligation of confidentiality.
- Is independently developed by the Receiving Party without reference to the Confidential Information.

4. Term

The confidentiality obligations outlined herein shall survive for a period of ____ years following the date of disclosure, or as otherwise required by law.

5. Return of Materials

Upon termination of assignment or at request, the Receiving Party agrees to promptly return or destroy all materials containing Confidential Information.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State/Country of _____.

7. Signatures

Disclosing Party

Date: _____

Receiving Party

(Contractor/Consultant)

Date: _____

Important Notes

- An NDA does not guarantee absolute secrecy; it sets legal standards for confidentiality.
- Clearly define what constitutes "Confidential Information" to avoid misinterpretation.
- Always specify the duration of confidentiality obligations.
- Review local laws, as enforceability may vary by jurisdiction.
- Both parties should fully understand their rights and responsibilities before signing.