

Short-Form Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

Disclosing Party: _____

Receiving Party: _____

1. Definition of Confidential Information

"Confidential Information" refers to any data, materials, or information, whether oral, written, or electronic, disclosed by the Disclosing Party to the Receiving Party, that is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

The Receiving Party agrees to keep all Confidential Information strictly confidential, not to disclose it to any third party, and not to use it for any purpose other than as permitted by the Disclosing Party in connection with the current or contemplated business relationship.

3. Exclusions

Confidential Information does not include information that:

1. is or becomes publicly known through no fault of the Receiving Party,
2. is already known to the Receiving Party prior to disclosure,
3. is received from a third party without breach of any obligation, or
4. is independently developed by the Receiving Party.

4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for _____ years from the Effective Date.

5. Return or Destruction

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession.

6. Governing Law

This Agreement is governed by the laws of the state of _____.

Disclosing Party
Date: _____

Receiving Party

Date: _____

Important Notes:

- This sample is a basic template; consult a legal professional for specific needs.
- Short-form NDAs are suitable for limited, low-risk disclosures.
- Clearly define "Confidential Information" to avoid ambiguity.
- Ensure both parties sign and date the agreement for enforceability.
- Jurisdiction and duration should be specified according to your requirements.