

One-Way (Unilateral) Non-Disclosure Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

One-Way (Unilateral) Non-Disclosure Agreement

This One-Way Non-Disclosure Agreement (this "Agreement") is made on [Date] between [Disclosing party full legal name] of [Disclosing party address] (the "Disclosing Party") and [Receiving party full legal name] of [Receiving party address] (the "Receiving Party"). Each is a "Party" and together they are the "Parties".

The Disclosing Party wishes to share certain confidential information with the Receiving Party in connection with [Describe the purpose, e.g. evaluating a possible engagement] (the "Purpose"). The Receiving Party is willing to receive that information on the terms of this Agreement. Only the Disclosing Party discloses Confidential Information under this Agreement; the Receiving Party has no obligation to disclose anything and no rights as a discloser.

1. Confidential Information

"Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose, in any form — written, oral, visual, electronic or otherwise — whether or not it is marked confidential.

It includes, without limitation: business and financial information, pricing, forecasts, customer and supplier lists, product plans, designs, source code, algorithms, technical data, know-how, personnel information, and the existence and contents of any discussions between the Parties about the Purpose.

2. Effective Date and Term

This Agreement takes effect on [Effective date] and continues for [Term, e.g. two (2) years] unless the Parties end it earlier in writing.

The Receiving Party's obligations under clauses 3 and 4 survive the end of this Agreement and continue for [Survival period, e.g. three (3) years] from the date the relevant Confidential Information was disclosed. Obligations relating to information that qualifies as a trade secret continue for as long as it remains a trade secret under applicable law.

3. Obligations of the Receiving Party

The Receiving Party shall keep all Confidential Information strictly confidential, take at least the same care with it as it takes with its own confidential information (and in no event less than reasonable care), and not disclose it to any third party except as permitted by this Agreement.

The Receiving Party may disclose Confidential Information to those of its employees, officers, directors, professional advisers and contractors who need it for the Purpose, provided each of them is bound by confidentiality obligations at least as protective as those in this Agreement. The Receiving Party remains responsible for any breach by those people.

The Disclosing Party has no confidentiality obligations under this Agreement, because the Disclosing Party does not receive any Confidential Information from the Receiving Party under this Agreement.

4. Permitted Use

The Receiving Party shall use Confidential Information only for the Purpose. It shall not use Confidential Information for its own commercial advantage, to compete with the Disclosing Party, or to reverse engineer, decompile or analyse any product, sample or material provided by the Disclosing Party.

Nothing in this Agreement obliges the Disclosing Party to disclose any particular information, to proceed with the Purpose, or to enter into any further agreement.

5. Exclusions

The obligations in this Agreement do not apply to information that the Receiving Party can show:

- (a) was already lawfully known to it, without any duty of confidentiality, before the Disclosing Party disclosed it;
- (b) is or becomes public through no act or omission of the Receiving Party;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) was independently developed by the Receiving Party without reference to the Confidential Information.

6. Required Disclosure

If the Receiving Party is required by law, regulation, court order or a regulator to disclose Confidential Information, it may do so — but only to the extent required, and it shall (where lawful and practicable) notify the Disclosing Party first so the Disclosing Party has an opportunity to seek protective treatment.

7. Return or Destruction

On the Disclosing Party's written request, or when this Agreement ends, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, including any copies, notes and derived material, and confirm in writing that it has done so.

The Receiving Party may retain one copy to the extent required by law or its ordinary backup and record-retention policies. Anything retained remains subject to this Agreement for as long as it is retained.

8. No Licence and No Warranty

All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence or right in any patent, copyright, trade mark, trade secret or other intellectual property of the Disclosing Party.

Confidential Information is provided "as is". The Disclosing Party gives no warranty as to its accuracy or completeness.

9. Remedies

The Receiving Party acknowledges that damages alone may not be an adequate remedy for its breach of this Agreement, and that the Disclosing Party may seek injunctive or other equitable relief in addition to any other remedy available to it.

10. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

11. General

This Agreement is the entire agreement between the Parties about the confidentiality of information disclosed for the Purpose, and replaces any earlier understanding on that subject. It may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent. If any provision is held unenforceable, the rest continues in force. A failure to enforce any provision is not a waiver of it.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Disclosing Party

Signature:

Printed name:

Company:

Title:

Date:

Receiving Party

Signature:

Printed name:

Company:

Title:

Date: