Information Security Supporting Documents

Two-Page Simple Non-Disclosure Agreement

Policy #		Effective Date	MM, DD, YYYY	Email	contact@companyx.com
Version	1.0	Contact	First Last, Title	Phone	888.123.4567

Two-Page Simple Non-Disclosure Agreement

This confidentiality agreement is entered into as of _____ (date), by and between Company X, and _____ (recipient organization name), which together with its subsidiaries and affiliates, shall individually and collectively be referred to hereinafter as the “Recipient.”

Company X and Recipient hereby agree as follows:

1. Company X created and is the Owner and developer of an idea for a new product (hereinafter referred to as the “System”). By disclosing this information, Company X grants Recipient no license or right, by implication or otherwise, to use this information for any purpose other than the specific business purposes of Company X as found in written agreement(s) to be separately negotiated.

2. Recipient acknowledges that the System and all related documentation, including but not limited to descriptions of the System or its component parts, all product mock-ups, product prototypes, product samples, product technical specifications, product input data, product-related know-how, product-related new and different ideas, product technology, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, shall hereinafter be referred to as the “Proprietary Information”) are valuable, confidential, and proprietary to Company X.

3. Company X and Recipient wish to discuss mutually beneficial business arrangements and relationships that in some way concern, or are related to the System. Recipient acknowledges that disclosure of this information constitutes consideration for this agreement because it wishes to pursue the opportunity of business dealings with Company X. Recipient agrees not to use Proprietary Information for its own use or for any other purpose except to evaluate whether it desires to enter into a business relationship with Company X, or as necessary, to carry on such a relationship. Recipient furthermore agrees to manage all of its workers who come into contact with Proprietary Information such that the obligations and duties described in this agreement will be strictly enforced.

4. Recipient agrees to hold the Proprietary Information in strict confidence. Recipient furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of Company X. Recipient also agrees not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of Company X, any product incorporating Proprietary Information. Recipient furthermore agrees to

promptly return all copies, renderings, transformations, and derivatives of such information to Company X at the termination of its discussions or work dealing with the System.

5. The obligations imposed by this Agreement shall not apply to any information that is:

- Rightfully received from a third party without accompanying use of disclosure restrictions, and can be documented as such.
- Independently developed without access to Proprietary Information.
- Publicly available through no wrongful act of the Recipient.
- Already known to Recipient as evidenced by third-party documentation bearing a date prior to the date of Proprietary Information disclosure.
- Approved for release in writing by an authorized representative of Company X.

6. This agreement supersedes and replaces all existing agreements, written or otherwise, entered into between Recipient and Company X dealing with the subject matter discussed herein.

7. Recipient agrees that, in the event of a breach of this non-disclosure agreement, that Company X shall be entitled to an injunction to enforce the terms and conditions of this agreement, and to protect its Proprietary Information. Recipient additionally agrees that this shall not preclude Company X for pursuing further actions or remedies at law or in equity, for any breach or threatened breach of the terms of this agreement, including but not limited to the recovery of damages.

8. If any one or more of the terms of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any other respect, these problems shall not affect the overall intention of the agreement, nor shall it affect the degree to which the other terms remain binding, nor shall it interfere with the enforcement of or the duty to comply with the other terms found in this agreement. This agreement is governed by the laws of [insert relevant jurisdiction].

9. The terms of this agreement will be in effect for five years from the time that the Recipient receives information from Company X. Each time that Company X provides new confidential information to Recipient, the period when this information must be held confidential will then continue for five years from that time. Termination of the proposed or actual working relationship between Recipient and Company X in no way invalidates the binding nature of this agreement or the period when it remains in effect.

10. The person signing below for Recipient represents that he or she is an authorized representative and/or corporate officer of the Recipient organization.

_____

Recipient Signing Officer and Date

_____

Printed Name of Signing Officer

_____

Company X Officer and Date

References

None.

Related Documents

None.

Approval and Ownership

Created By	Title	Date	Signature
Policy Author	Information Security	MM, DD, YYYY	
Approved By	**Title**	**Date**	**Signature**
Executive Sponsor	President	MM, DD, YYYY	

Revision History

Version	Revision Date	Review Date	Description
1.0	MM, DD, YYYY	MM, DD, YYYY	Policy Template