

IN-COMnda03

Non-disclosure agreement: protect created work

Between: [name 1]

and

[name 2]

Dated: [Date]

3.4. accept responsibility and

OR

3.5. disclose Confidential Information only to people to whom disclosure is essential and will at all

3.6. to disclose Confidential Information only to those employees

3.7. not to use

3.8. upon request by the Discloser, promptly deliver to the Discloser or destroy all media

3.9. not disclose Confidential Information to any person

OR

3.10. The Publisher / Distributor shall limit access

[qualification criteria for disclosure]

AND

3.11. The Publisher / Distributor accepts responsibility for the acts and

4. Security of Confidential Information

4.1. The Publisher /

:

4.1.1 keep all records of

;

4.1.2 keep all records only at its / his

(

);

4.1.3 use his best endeavours to keep confidential (and

)

4.2. The Publisher / Distributor

:

4.2.1 store, copy, or use the Confidential Information

[. . .]

4.2.2 remove from his office premises or copy or allow anyone else to copy

[

].

5. Ownership and warranty

5.1. All Confidential Information remains the sole property

5.2. If the Publisher / Distributor has worked in any way on

6. Excluded information

[The Publisher / Distributor has set out in the schedule to this agreement a](#)

7. Undertaking not to steal customers and staff

The Publisher / Distributor undertakes

7.1. solicit or approach any customer of the Discloser;

7.2.

;

7.3. solicit or employ any employee of the Discloser.

8. Miscellaneous matters

8.1.

8.2.

8.3.

8.4.

8.5.

8.6.

8.7.

8.8.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

.[

]

8.9.

8.10.

8.11.

OR

For, and on behalf of []

print name

For, and on behalf of []

print name

OR

OR

OR

]

[

-

[

]

]

Explanatory notes:

Non-disclosure agreement: protect created work

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

The key to the strength of this agreement is the very comprehensive definition of confidential information. This should

You have to define what you want someone to be confidential about. Exactly what is it? Beware of defining it too narrowly, particularly if your negotiations are at an early stage. In this example, we

2. Interpretation

Leave these items in place unless there is a good reason

3. Non-disclosure

In some cases disclosure must be only to named people and with consent. In other cases it may be expected

There is an important point at 3.3.2. A person asked to sign up to this agreement at a later date may have no personal interest in doing so. But if that is the case, you have given him nothing of value “ ”

What are you protecting against? Is it that the other person might embarrass you; or sell your secret; or write your book; or make up your idea into ; ?

We have included 3.8 and 3.9 not because they are confidential information (they are probably not) but because if someone intends to steal your customers or suppliers, it is far easier to do

Not all these provisions will be relevant

4. Security of Confidential Information

This paragraph drives home aspects of confidentiality.

5. Ownership and warranty

This provision may not be needed

6. Excluded information

Does he already have knowledge? if you are dealing in a situation where the

7. Undertaking not to steal customers and staff

We have intentionally used a strong word. This is an area of confidentiality not often covered, but

8. Miscellaneous matters

A number of points

End of notes