Template

for

UNILATERAL –

Confidentiality and Non-Disclosure Agreement (NDA)

*from Strategy Reports*

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## Title Page

### UNILATERAL – Confidentiality and Non-Disclosure Agreement (NDA)

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of [Insert Date], by and between:

**Disclosing Party:**
[Name of the Disclosing Party], a [type of entity, e.g., corporation, partnership, research institution, individual], having its principal place of business at [address].

**Receiving Party:**
[Name of the Receiving Party], a [type of entity, e.g., corporation, partnership, research institution, individual], having its principal place of business at [address].

### Purpose of the Agreement

This Agreement establishes the terms under which the **Disclosing Party** may disclose certain confidential and proprietary information to the **Receiving Party** for the purpose of [insert purpose, e.g., evaluating a potential business relationship, research collaboration, or other specific use] while ensuring that such information is treated with strict confidentiality.

### Recitals (Introduction)

WHEREAS, the **Disclosing Party** possesses certain confidential, proprietary, or trade secret information (hereinafter referred to as "Confidential Information") that may be disclosed to the **Receiving Party** for the **Permitted Use**;

WHEREAS, the **Receiving Party** acknowledges the importance of maintaining the confidentiality of the **Disclosing Party’s Confidential Information**;

WHEREAS, the parties desire to enter into this Agreement to define the terms and conditions under which the **Receiving Party** will protect and use the **Confidential Information** disclosed by the **Disclosing Party**;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the parties agree as follows:

## Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

### Confidential Information

"Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the **Disclosing Party** to the **Receiving Party** in any form (oral, written, electronic, or otherwise) and identified as confidential, including but not limited to:

* Business strategies, plans, and forecasts.
* Financial data and pricing information.
* Technical data, research results, designs, formulas, and software.
* Trade secrets, proprietary methods, and intellectual property.

### Disclosing Party

The "Disclosing Party" refers to the entity or individual providing the Confidential Information under this Agreement.

### Receiving Party

The "Receiving Party" refers to the entity or individual receiving the Confidential Information and bound by the terms of this Agreement.

### Permitted Use

"Permitted Use" means the specific purpose for which the Confidential Information is disclosed, as outlined in this Agreement, and does not include any other use without prior written consent from the **Disclosing Party**.

### Exclusions from Confidential Information

Confidential Information does not include information that:

1. Is publicly available at the time of disclosure or becomes publicly available through no fault of the **Receiving Party**;
2. Is already known to the **Receiving Party** prior to disclosure by the **Disclosing Party**, as evidenced by written records;
3. Is independently developed by the **Receiving Party** without reference to or reliance on the **Disclosing Party’s Confidential Information**; or
4. required to be disclosed by law or court order, provided that the **Receiving Party** promptly notifies the **Disclosing Party** to enable it to seek a protective order or other remedy.

## Scope of Confidentiality

### Use of Confidential Information

The **Receiving Party** agrees to use the Confidential Information solely for the **Permitted Use** as defined in this Agreement. Any other use of the Confidential Information is strictly prohibited without the prior written consent of the **Disclosing Party**.

### Restrictions on Disclosure

The **Receiving Party** agrees to maintain the confidentiality of the Confidential Information and shall not disclose it to any third party without the prior written consent of the **Disclosing Party**, except as expressly permitted under this Agreement.

### Permitted Disclosures

The **Receiving Party** may disclose Confidential Information only to its employees, contractors, or agents who:

1. Have a legitimate need to know the Confidential Information for the **Permitted Use**.
2. Are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.
The **Receiving Party** shall ensure compliance with this Agreement by any such employees, contractors, or agents and shall be liable for any breach of confidentiality by them.

### Exclusions from Confidential Information

The confidentiality obligations set forth in this Agreement shall not apply to information that:

1. Was in the public domain prior to disclosure or becomes publicly available through no fault of the **Receiving Party**.
2. Was lawfully known to the **Receiving Party** prior to disclosure, as evidenced by written records.
3. Is independently developed by the **Receiving Party** without reliance on or use of the Confidential Information.
4. Is required to be disclosed by law, regulation, or court order, provided that the **Receiving Party** promptly notifies the **Disclosing Party** of such requirement to allow for the opportunity to seek protective measures.

## Obligations of the Receiving Party

### Confidentiality Obligations

The **Receiving Party** shall:

1. Protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.
2. Prevent unauthorized access, use, or disclosure of the Confidential Information.
3. Immediately notify the **Disclosing Party** in the event of any unauthorized access, use, or disclosure.

### No Reverse Engineering

The **Receiving Party** shall not attempt to decompile, disassemble, or reverse engineer any Confidential Information provided under this Agreement.

### No Ownership Rights

Nothing in this Agreement shall grant the **Receiving Party** any ownership or license rights to the Confidential Information or related intellectual property, except as expressly permitted in writing by the **Disclosing Party**.

## Permitted Disclosures

### ****Disclosures to Authorized Personnel****

The **Receiving Party** may disclose Confidential Information only to its employees, contractors, or agents who:

1. Have a legitimate need to know the Confidential Information for the **Permitted Use** as defined in this Agreement.
2. Are bound by written confidentiality obligations that are at least as restrictive as those set forth in this Agreement.

The **Receiving Party** shall ensure that any such employees, contractors, or agents comply with the terms of this Agreement and shall be liable for any breach of confidentiality by such individuals.

### ****Disclosures Required by Law****

If the **Receiving Party** is required by law, regulation, or court order to disclose any Confidential Information, it shall:

1. Promptly notify the **Disclosing Party** in writing of such requirement, unless prohibited by law.
2. Provide reasonable assistance, at the **Disclosing Party’s** expense, to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

### ****Other Permitted Disclosures****

The **Receiving Party** may disclose Confidential Information with the prior written consent of the **Disclosing Party**. Any such disclosure must strictly comply with the terms and conditions specified in the **Disclosing Party’s** written consent.

## Term and Duration

### Effective Date

This Agreement shall become effective on the date first written above and shall remain in effect until terminated as provided herein.

### Duration of Confidentiality Obligations

The obligations of the **Receiving Party** to maintain the confidentiality of the Confidential Information shall remain in effect for a period of [Insert Duration, e.g., three (3) years] from the date of disclosure, unless otherwise specified in writing by the **Disclosing Party**.

### Termination

This Agreement may be terminated:

* By mutual written consent of both parties.
* By written notice from the **Disclosing Party** if the **Receiving Party** breaches any term of this Agreement.

Termination of this Agreement shall not relieve the **Receiving Party** of its obligations to maintain the confidentiality of Confidential Information disclosed prior to termination.

## Return or Destruction of Information

### ****Obligation to Return or Destroy****

Upon the written request of the **Disclosing Party**, or upon the termination or expiration of this Agreement, the **Receiving Party** shall promptly:

1. Return all tangible forms of the Confidential Information, including but not limited to documents, files, and electronic records.
2. Destroy all copies, summaries, and derivatives of the Confidential Information in its possession or control, regardless of format, and certify such destruction in writing to the **Disclosing Party**.

### ****Retention for Legal Purposes****

If the **Receiving Party** is required by law or regulation to retain any copies of the Confidential Information, it shall:

1. Notify the **Disclosing Party** of the requirement, specifying the retained information and the legal obligation.
2. Ensure that such retained Confidential Information is subject to ongoing confidentiality obligations under this Agreement.

### ****Residual Information****

The **Receiving Party** acknowledges that its employees, contractors, or agents may retain residual knowledge gained during the course of reviewing the Confidential Information, provided that such residual knowledge:

1. Is not deliberately memorized for the purpose of retaining Confidential Information.
2. Is not used to directly compete with or harm the **Disclosing Party**.

## Remedies for Breach

### ****Injunctive Relief****

The **Receiving Party** acknowledges that any unauthorized disclosure or use of the Confidential Information may result in irreparable harm to the **Disclosing Party** for which monetary damages may not be a sufficient remedy. Accordingly, the **Disclosing Party** shall have the right to seek injunctive relief or other equitable remedies to prevent or mitigate any such breach.

### ****Monetary Damages****

In addition to injunctive relief, the **Disclosing Party** shall be entitled to recover monetary damages arising from any unauthorized use or disclosure of the Confidential Information by the **Receiving Party** or its agents.

### ****Indemnification****

The **Receiving Party** agrees to indemnify, defend, and hold harmless the **Disclosing Party** from any claims, damages, or expenses arising from a breach of this Agreement.

## Dispute Resolution and Governing Law

### ****Negotiation and Mediation****

In the event of a dispute arising under this Agreement, the parties agree to first attempt to resolve the matter through good-faith negotiations. If such negotiations fail, the parties may seek resolution through mediation conducted by a mutually agreed-upon mediator.

### ****Arbitration****

If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of [Insert Arbitration Body, e.g., the International Chamber of Commerce (ICC) or a local arbitration authority].

### ****Governing Law****

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of laws principles.

### ****Jurisdiction****

The parties agree to submit to the exclusive jurisdiction of the courts of [Insert Location] for the enforcement of any arbitration award or injunctive relief.

## Miscellaneous Provisions

### ****Entire Agreement****

This Agreement constitutes the entire understanding between the **Disclosing Party** and the **Receiving Party** with respect to the subject matter hereof and supersedes all prior agreements, understandings, and discussions, whether written or oral, relating to the same.

### ****Amendments****

Any modification or amendment to this Agreement must be made in writing and signed by both parties to be effective.

### ****No Waiver****

Failure by the **Disclosing Party** to enforce any provision of this Agreement shall not be construed as a waiver of its rights to enforce that provision or any other provision of this Agreement.

### ****Assignment****

The **Receiving Party** may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the **Disclosing Party**. Any unauthorized assignment shall be null and void.

### ****Severability****

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### ****Notices****

All notices or communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified below, or such other addresses as the parties may designate in writing:

* **Disclosing Party:** [Insert Name and Address]
* **Receiving Party:** [Insert Name and Address]

Notices shall be deemed received when delivered personally, sent via a recognized courier service, or emailed with confirmation of receipt.

### ****No Partnership or Agency****

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

## Signatures

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure Agreement as of the date first written above.

**Disclosing Party:**

[Name of Disclosing Party]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**

[Name of Receiving Party]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Optional Appendices (if applicable)

* **Appendix A**: List of Confidential Information Categories (optional, if applicable).
* **Appendix B**: Instructions for Secure Handling of Confidential Information (e.g., guidelines for physical and digital security).
* **Appendix C**: Sample Use Cases (e.g., for research collaborations or specific business discussions).