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**Non-Disclosure Agreement**

**Effective Date: [*Effective date*​]**

**THIS ONE-WAY NON-DISCLOSURE AGREEMENT** (this “Agreement”) is entered into as of the date indicated above (the “Effective Date”) between [***Your company name***], a [***State***] [***Type of entity***] ("Company"), and **[*The other party*]​** ("Recipient"). Company may disclose Confidential Information to Recipient for the sole purpose of (a) considering a potential business relationship with each other, and/or (b) fulfilling the objectives of such business relationship (“Purpose”). Company and Recipient hereby agree as follows:

1. **“Confidential Information”** means information disclosed by Company to Recipient (a) in writing and marked or orally identified as confidential at the time of disclosure, or (b) in any other manner and identified as confidential at the time of disclosure.  All Confidential Information and derivations thereof shall remain Company’s sole and exclusive property and no license or other right to such Confidential Information or Company’s intellectual property is granted or implied hereby. Company makes no warranties whatsoever (express, implied or statutory) with respect to its Confidential Information and all such information is provided on an “AS IS” basis.
2. **Non-Use  and  Non-Disclosure  Obligations.**   Subject to Section 4 , Recipient shall not (a) use Confidential Information for  any  reason,  other  than  as  required for  the  Purpose,  or (b) disclose Confidential Information to any individual or third party except its employees, consultants, directors, and officers that have a “need to know” such Confidential Information for furtherance of the Purpose and are bound to confidentiality under terms no less protective than the terms of this Agreement (collectively, “Authorized Recipients”).  Recipient shall maintain  appropriate  organizational, technical, and administrative security measures,  exercising the same degree of care in protecting Confidential Information that it uses for its  own  confidential information of a similar nature, but in no event less than reasonable care. Promptly after becoming aware of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Recipient’s custody or control, Recipient shall notify Company in writing and cooperate with Company to investigate and mitigate any adverse effects therefrom. Recipient shall be responsible for any unauthorized use or disclosure of Confidential Information by any Authorized Recipients. Company strictly prohibits the Recipient from retaining, using or disclosing any personal information contained in the Confidential Information for any purpose other than the specific purpose of performing the services provided under an agreement entered into between Company and the Recipient.
3. **No Publicity.**  Recipient shall not make any public disclosures relating to the existence of this Agreement or the Purpose without Company’s prior written consent.
4. **Exceptions**.  The obligations of Section 2 shall not apply to information that Recipient can show is or was: (a) already known to Recipient at the time of disclosure without obligation of confidentiality to Company, (b) publicly known through no wrongful act or omission of Recipient , (c) rightfully received by Recipient rom a third party without obligation of confidentiality, (d) approved for release by Company’s written authorization, or (e) developed by Recipient independently and without the use or benefit of any of the Confidential Information.
5. Compelled Disclosure. If the Recipient is required by law to make any disclosure of Confidential Information, the Recipient shall immediately notify Company in writing of such requirement so that Company may seek a protective order or other appropriate relief , and Recipient provides Company with such assistance as the Company may reasonably request in obtaining such order or other relief. Subject to the foregoing, Recipient may furnish that portion of the Confidential Information that the Recipient is legally compelled or is otherwise legally required to disclose.
6. **Notices.**  Any notice required or permitted by this Agreement shall be made in writing and be deemed delivered upon verification of delivery to the other party.
7. **Termination**.  This Agreement shall be effective as of the Effective Date and shall expire on [***Expiration date***].  Either party may terminate this Agreement for any or no reason upon 60 days’ prior written notice to the other party.  Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement for any reason will survive such expiration or termination and will continue for as long as Recipient has custody of  or control over Confidential Information.  Upon expiration or termination of this Agreement or Company’s written request, Recipient shall promptly return to Company all Confidential Information furnished by Company or certify in writing that all such information has been destroyed.
8. **Governing Law; Venue**.  This Agreement is governed by the laws of [***State***], without regard to its conflict of laws principles.  The parties shall meet and confer to discuss in good faith a resolution to any conflict or dispute under this Agreement. Venue for any action arising out of or relating to this Agreement will be the state courts of [***County***], [***State***] and the [***Federal District***] and the parties hereby waive any challenge to such venue.  If Company substantially prevails in any action brought to enforce this Agreement, it will be entitled to its costs of enforcement from Recipient, including reasonable attorneys’ fees.  Each party acknowledges that breach of this Agreement may cause Company immediate, irreparable harm that cannot be adequately compensated by money. Company may be entitled, in addition to other remedies available, to injunctive relief for any such breach without proof of actual damages or the posting of bond or other security.
9. **Miscellaneous**.  This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings pertaining thereto (oral or written) between the parties.  If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.  Recipient agrees that any violation of this Agreement may cause irreparable injury to Company, entitling Company to seek injunctive relief in addition to all other legal remedies. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived, except in writing signed by an authorized representative of both parties, and the waiver of any right hereunder shall not waive any other rights.  This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together constitute one agreement.

**Insert signatures here with Concordnow.com or use signature block below.**

**For Company:**



**Name: [*Name of legal representative***​]

**Title: [*Title of legal representative***]​

Contact Information

Please enter contact information for formal notices including the following:

Name / Dept.:
Address:
Phone:
Email:

**For Recipient:**



**Name: [*Name of legal representative***​]

**Title: [*Title of legal representative***]​

Contact Information

Please enter contact information for formal notices including the following:

Name / Dept.:
Address:
Phone:
Email:

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