

One-Way Non-Disclosure Agreement

An agreement that protects information one party shares with another. Template v1.0.

Date of this agreement: _____

Disclosing party: _____

Recipient: _____

Recipient company (if any): _____

The Disclosing party will share Confidential Information with the Recipient for the Purpose below. This agreement sets out how the Recipient must treat it. Where the Recipient signs for a company, the Recipient means that company.

1. Purpose

The Recipient may use Confidential Information only for this Purpose:

2. Confidential Information

Confidential Information means information the Disclosing party shares with the Recipient, in any form and whether before or after the date of this agreement, that is marked confidential or that a reasonable person would understand to be confidential. It includes notes, analyses and copies the Recipient makes from it.

It includes in particular:

3. The Recipient's duties

The Recipient will:

- (a) Keep Confidential Information secret and protect it with at least reasonable care.
- (b) Use it only for the Purpose.
- (c) Share it only with its own employees and professional advisers who need it for the Purpose and who are bound by duties of confidence at least as strict as these.
- (d) Tell the Disclosing party promptly if it learns of any loss or misuse.

The Recipient is responsible for any breach of this agreement by a person it shares Confidential Information with.

4. Exceptions

These duties do not apply to information that the Recipient can show:

- (a) Is or becomes public through no fault of the Recipient.
- (b) Was already known to the Recipient, free of any duty of confidence, before it was shared.

- (c) Was received from someone else who was free to share it.
- (d) Was developed by the Recipient on its own without using Confidential Information.

5. Disclosure required by law

If a law, court or regulator requires the Recipient to disclose Confidential Information, the Recipient may do so. Where the law allows, it will first give the Disclosing party prompt written notice so that the Disclosing party can seek protection. The Recipient will disclose only the part that is required.

6. Return or destruction

When the Disclosing party asks in writing, the Recipient will promptly return or destroy all Confidential Information and confirm this in writing. The Recipient may keep a copy that the law requires it to keep or that remains in routine electronic backups. Any copy kept stays confidential.

7. No licence and no warranty

The Disclosing party keeps all rights in its Confidential Information. This agreement gives the Recipient no licence or other right in it, except to use it for the Purpose. Confidential Information is shared as it is, without any promise about its accuracy or completeness. Neither party has to enter into any further deal.

8. Remedies

A breach of this agreement may cause harm that money alone cannot put right. The Disclosing party may ask a court for an injunction or other order to stop an actual or threatened breach. This is in addition to any other remedy the law allows.

9. How long it lasts

Number of years the duties last: _____

The Recipient's duties run for that many years from the date of this agreement. For any trade secret, they last for as long as the information remains a trade secret, where the law allows.

10. Governing law

This agreement is governed by the laws of:

11. Whole agreement

This is the whole agreement between the parties about Confidential Information shared for the Purpose. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies. The parties may sign electronically and in counterparts.

Recipient job title (the Recipient fills this in): _____

Recipient

Signature

Name

Date

Disclosing party

Signature

Name

Date