

Freelance NDA / Non-Disclosure Agreement

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Non-Disclosure Agreement

Effective Date: [DATE]

Between:

Disclosing Party: [PARTY A FULL NAME], located at [PARTY A ADDRESS] ("Disclosing Party")

Receiving Party: [PARTY B FULL NAME], located at [PARTY B ADDRESS] ("Receiving Party")

This Agreement is mutual. Each party may disclose and receive Confidential Information.

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by either party to the other, whether orally, in writing, or electronically, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. This includes but is not limited to: business plans, financial data, customer lists, product designs, technical specifications, marketing strategies, pricing information, and trade secrets.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
- (c) Use Confidential Information solely for the purpose of [DESCRIBE PROJECT OR PURPOSE] (the "Purpose");
- (d) Limit access to Confidential Information to employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- (a) Is or becomes publicly available through no fault of the Receiving Party;
- (b) Was already known to the Receiving Party before disclosure, as demonstrated by written records;
- (c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (d) Is lawfully obtained from a third party who is not bound by a confidentiality obligation to the Disclosing Party;

(e) Is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party before such disclosure.

4. Term

The obligations under this Agreement shall remain in effect for a period of two (2) years from the date of each disclosure of Confidential Information.

5. Return of Materials

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, including all copies, notes, summaries, and derivative materials. The Receiving Party shall confirm destruction in writing within [10] business days of the request.

6. Non-Solicitation

During the term of any related project engagement and for a period of twelve (12) months thereafter, neither party shall directly solicit for employment or engagement any employee or contractor of the other party who was materially involved in the project, without prior written consent.

7. Remedies

Each party acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages alone would be an insufficient remedy. In the event of a breach or threatened breach, the non-breaching party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

8. General Provisions

(a) Governing Law. This Agreement shall be governed by the laws of the State of [STATE], without regard to its conflict of laws provisions.

(b) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding confidentiality and supersedes all prior agreements on this subject.

(c) Amendments. This Agreement may only be modified by a written instrument signed by both parties.

(d) Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

(e) No Waiver. A failure to enforce any provision of this Agreement shall not constitute a waiver of that provision.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party

Signature: _____

Name: [PARTY A NAME]

Title: [TITLE]

Date: [DATE]

Receiving Party

Signature: _____

Name: [PARTY B NAME]

Title: [TITLE]

Date: [DATE]