



NON-DISCLOSURE AGREEMENT: BACKGROUND INFORMATION

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Set out below is a broad indication of the typical uses to which non-disclosure agreements may apply.

When to use this document

When conducting business negotiations, there are often circumstances where one or both parties need to disclose some commercially sensitive information. For example, if entering into a dialogue that could lead to the development of new products and services, it is sensible to use quite a detailed agreement. Inngot provides a template **Confidentiality Agreement**, to provide mutual protection – in other words, it anticipates that both parties to the agreement will be making disclosures which they wish to protect.

Under other circumstances a relatively short unilateral agreement will be adequate, which is the document provided here. This Non-Disclosure Agreement is worded so as to protect the issuer of the document and is intended to be signed by the recipient; this could be an individual who is not an employee of your company, or another company. You may find it a suitable basis for protecting your business when seeking to identify whether a supplier is likely to be able to meet your needs.

How to use this document

The Non-Disclosure Agreement template needs to be completed with relevant information prior to use and is provided as a standard word processor file (.doc format). The parts most likely to require modification are highlighted using **red type** or **[red type and square brackets]** on the file. When editing the document please ensure you tailor all these sections to suit the circumstances, without deleting any sections in ordinary round brackets (as shown here).

- a) The date at the top should show the date on which the agreement is intended to come into effect and is intended to be dated prior to any actual disclosure.
- b) The information at 1) relating to the parties should provide sufficient detail to identify both of you clearly and unequivocally. In the case of a limited company the address used could be the trading address or the registered office if this is different. It is also helpful to insert the registered company number where applicable.
- c) The description of the confidential information to be disclosed (**shown in red**) should be modified to suit the circumstances. For instance, if prototypes or samples are to be provided, these should be briefly described in paragraph 1).
- d) The description of the Purpose set out in 1) is generic and should be modified as required.
- e) It is important to ensure that the signatory is authorised to enter into the undertaking on behalf of the company.

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