Confidentiality Agreement

This agreement is between _____ (the "Discloser") and _____ (the "Recipient").

1. Purpose

The Discloser will share information with the Recipient only so that the Recipient can _____ (the "Purpose").

2. Confidential Information

"Confidential Information" is all information the Discloser or anyone acting for it shares with the Recipient for the Purpose, whether written, spoken, shown or in electronic form, that is marked as confidential or that a reasonable person would understand to be confidential, and the parts of any notes, analyses and copies the Recipient makes that contain or reflect it. Information shared directly with the Recipient's employees or professional advisers at the Recipient's request for the Purpose counts as shared with the Recipient; before asking for such a disclosure, the Recipient must make sure they meet the conditions in section 3, and it is responsible under section 3 for their handling of it. It does not include information that the Recipient can show:

- is or becomes public other than through a breach of this agreement by the Recipient or by anyone for whose conduct the Recipient is responsible under section 3;
- was already lawfully known to the Recipient, without a duty of confidence, when it was shared;
- reaches the Recipient lawfully from someone who was free to share it; or
- was developed by the Recipient on its own, without using any Confidential Information.

3. The Recipient's promises

The Recipient will:

- use the Confidential Information only for the Purpose;
- not share it with anyone except its own employees and professional advisers who need it for the Purpose, who have been told it is confidential and who are bound to keep it so and to use it only for the Purpose; the Recipient is responsible for any breach by them;
- protect it with at least reasonable care, and with no less care than it uses for its own confidential information; and
- tell the Discloser promptly in writing if it learns of any use or disclosure that this agreement does not allow.

4. Disclosure ordered by law

The Recipient may disclose Confidential Information to the extent required by law, regulation, subpoena or other binding legal process, but only what is required. Where the law allows, it will give the Discloser prompt written notice before the disclosure if reasonably practicable, and otherwise as soon as

reasonably practicable afterward. At the Discloser's request and expense, the Recipient will give reasonable help with efforts to obtain a protective order or other confidential treatment. The Recipient need not delay compliance past a binding deadline. This section does not apply to disclosures protected under section 9.

5. Return and deletion

Within ten days after the Discloser asks in writing, the Recipient will return or delete the Confidential Information in its possession or control, including copies held by those it shared the information with under section 3. It may keep copies that the law or a legal duty to preserve evidence requires it to keep, and copies in routine backups that cannot reasonably be deleted separately. Within the same ten days, it will confirm in writing that it has done so and say which kinds of copies it kept. Kept copies remain subject to this agreement; the Recipient will use them only as needed for legal compliance or backup recovery, and will delete them when keeping them is no longer required or the backups are routinely overwritten. If a backup is restored, the Recipient will promptly delete the restored Confidential Information unless the law requires it to be kept.

6. How long it lasts

This agreement takes effect on the date of the last signature below and also covers Confidential Information already shared for the Purpose before then. Either party may end it for future disclosures by giving the other written notice; information shared before the notice stays protected. For each disclosure, the Recipient's duties begin on the later of the date of disclosure and the date this agreement takes effect, and continue until _____ years after that later date. Conduct before this agreement takes effect is not a breach of this agreement. For information that is a trade secret, the duties continue after that period for as long as it remains a trade secret. Duties for copies kept under section 5 continue after that period until those copies are deleted. Sign this agreement before the information is shared where possible: if all of it was shared before signing, some states may not enforce the Recipient's promises without something further given in exchange.

7. No license, no warranty

This agreement does not transfer ownership of any information or materials. The Recipient's own notes and analyses remain subject to this agreement to the extent they contain or reflect Confidential Information. This agreement gives the Recipient no license or other right in it, other than to use it for the Purpose under this agreement. The Discloser shares it "as is" and makes no promise about its accuracy or completeness.

8. Remedies

The Recipient agrees that a breach may cause the Discloser harm that money cannot fully repair, and that the Discloser may ask a court for an injunction in addition to any other remedy.

9. Whistleblower immunity

Nothing in this agreement prevents anyone from reporting a possible violation of law to a government agency or from making other disclosures that the law protects, and no notice to the Discloser is needed

for that. Under the federal Defend Trade Secrets Act (18 U.S.C. section 1833(b)), an individual is not civilly or criminally liable under any federal or state trade secret law for disclosing a trade secret (1) in confidence, directly or indirectly, to a federal, state or local government official or to a lawyer, solely to report or investigate a suspected violation of law, or (2) in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual who sues an employer for retaliation for reporting a suspected violation of law may disclose the trade secret to their lawyer and use it in the court proceeding, if they file any document containing it under seal and do not disclose it except under a court order.

10. General

The laws of the State of _____ govern this agreement. It is the whole agreement about confidentiality for the Purpose, but it does not replace confidentiality or data-protection duties in another signed agreement between the parties unless a writing signed by both parties says which ones it replaces. It may only be changed in a writing signed by both parties. Written notices, requests and confirmations under this agreement may be sent by email to the Discloser at

_____ and to the Recipient at

_____, or to a new address a party gives by written notice; an email notice takes effect when received. If any part is unenforceable, the rest remains in effect. The Recipient may not assign it without the Discloser's written consent. The parties agree to sign electronically.

Disclosing party

_____
Signature

_____
Full name

_____
Title

_____
Date

Receiving party

_____
Signature

_____
Full name

_____
Title

_____
Date