

NDA Contract Form Sample for Software Development Projects

An **NDA contract form** sample for software development projects ensures confidentiality and protects intellectual property. It outlines the terms for sharing sensitive information between parties. Utilizing a clear NDA helps maintain trust and legal security during collaboration.

Non-Disclosure Agreement (NDA)

This Agreement is made and entered into on [Date], by and between:

- **Disclosing Party:** [Company/Individual Name], with address at [Address]
- **Receiving Party:** [Company/Individual Name], with address at [Address]

1. Definitions

Confidential Information means any non-public information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, relating to software development, code, algorithms, business plans, processes, customers, or any other sensitive matter.

2. Obligations of Receiving Party

1. The Receiving Party agrees to use the Confidential Information solely to evaluate or pursue a business relationship or collaboration on the software development project.
2. The Receiving Party will not disclose, publish, or disseminate Confidential Information to any third party other than as strictly necessary and with prior written consent from the Disclosing Party.
3. The Receiving Party will take reasonable precautions to protect the confidentiality of the disclosed information with at least the same degree of care as it uses to protect its own confidential information.

3. Exclusions

The obligations of confidentiality do not apply to information that:

- Is already known to the Receiving Party before disclosure;
- Becomes publicly known through no breach of this Agreement by the Receiving Party;
- Is received from a third party not under similar confidentiality obligations;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

4. Term

This Agreement and Receiving Party's duty to hold the Confidential Information in confidence shall remain in effect for a period of [number] years from the date of disclosure.

5. Return of Materials

Upon request by the Disclosing Party, all documents and materials containing or representing Confidential Information shall be promptly returned or destroyed.

6. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

Disclosing Party

Name: _____
Signature: _____
Date: _____

Receiving Party

Name: _____
Signature: _____
Date: _____