

One-Way Confidentiality Agreement (NDA) for Contractors

Review this **one-way confidentiality agreement** form sample designed specifically for contractors to protect sensitive information. This agreement ensures that contractors are legally obligated to keep proprietary details confidential during and after the project. Using this template helps safeguard your business's intellectual property and trade secrets effectively.

Sample One-Way Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between [Company Name], with its principal office at [Address] ("Disclosing Party"), and [Contractor Name], with an address at [Address] ("Recipient" or "Contractor").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Contractor that is not generally known to the public and that the Contractor understands is proprietary.

2. Obligations of Contractor

1. The Contractor agrees to maintain the confidentiality of the Confidential Information and to use it solely for the purposes of performing services under the project relationship with the Disclosing Party.
2. The Contractor shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Contractor will take reasonable precautions to protect the Confidential Information, at least as stringent as those the Contractor takes to protect its own confidential information.

3. Exclusions

This Agreement imposes no obligation upon the Contractor with respect to Confidential Information that:

- Is or becomes publicly available other than through a breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Contractor without use of or reference to the Disclosing Party's Confidential Information;
- Is disclosed under a requirement of law or court order.

4. Term

The obligations set forth in this Agreement shall remain in effect for a period of [Number] years from the date of disclosure of the Confidential Information.

5. Return of Materials

Upon the request of the Disclosing Party or termination of the services, the Contractor shall promptly return or destroy all materials containing Confidential Information.

6. Governing Law

This Agreement shall be governed by the laws of the State of [State], without regard to its conflict-of-laws provisions.

7. Acknowledgment

The Contractor acknowledges that damages alone may not be an adequate remedy for any breach of this Agreement and the Disclosing Party shall be entitled to seek equitable relief.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Disclosing Party (Company):

[Name/Title/Signature]
Date: _____

Contractor (Recipient):

[Contractor Name/Signature]
Date: _____

This sample provides a basic starting point and should be customized for your specific needs. Consider seeking legal advice before using this template for official purposes.

