

# Confidentiality Agreement Form for Contractors

This **confidentiality agreement form** sample for contractors ensures that sensitive information shared during projects remains protected. It outlines the obligations of contractors to maintain privacy and restrict unauthorized disclosure. Using this form fosters trust and safeguards proprietary data.

## Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between:

**Disclosing Party:** [Company Name]

**Address:** [Company Address]

**Receiving Party (Contractor):** [Contractor Name]

**Address:** [Contractor Address]

### 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all non-public information or data, whether in oral, written, or electronic form, that is disclosed to the Contractor in the course of the project.

### 2. Obligations of Contractor

- The Contractor shall use the Confidential Information solely for the purpose of fulfilling their obligations under the project.
- The Contractor agrees to take reasonable steps to protect and maintain the confidentiality of such information.
- The Contractor will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

### 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement;
- Was already in the Contractor's possession at the time of disclosure; or
- Is received from a third party without breach of any obligation of confidentiality.

### 4. Term & Termination

This Agreement remains in effect both during and after the completion or termination of the Contractor's services, for a period of [number of years, e.g., 3] years following the end of the project.

### 5. Return of Materials

Upon termination or completion of the project, the Contractor shall promptly return or destroy all materials containing Confidential Information.

### 6. Governing Law

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

### Signatures

**Disclosing Party (Company):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Receiving Party (Contractor):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*This is a sample document. For legal validity and specific requirements, please consult with an attorney.*