

CONFIDENTIAL DISCLOSURE AGREEMENT CHECKLIST/OUTLINE

DISCLOSING PARTY: _____

DISCLOSER ABBREVIATED NAME: _____

RECEIVING PARTY: _____

RECIPIENT ABBREVIATED NAME: _____

PREAMBLE

- Uni-Lateral Agreement** (*typically used when Client is Discloser*)
- Bi-Lateral (Mutual) Agreement** (Enter Client name as Discloser and other Party as Recipient)

Client's Technology: _____

Other Party's Technology: _____

1. INFORMATION AND TECHNOLOGY

Purpose of Agreement (*If Uni-Lateral, define disclosing party's technology; If Client is Discloser, this should be a Broad Definition; If Client is Recipient, this should be narrow*): (*evaluation; manufacturer's end product; or manufacturer's machines to produce product*)

- A. Confidential Information to include oral communications and other materials relating to the Technology?
- B. Confidential Oral Communications must be confirmed in writing within _____ days?

2. RIGHTS OF PARTIES

(*Discloser retains right to information disclosed*)

- C. Discoveries, etc. made by Recipient relating to this Agreement become property of Discloser? (*Important if Client is Discloser*)

**CONFIDENTIAL DISCLOSURE AGREEMENT
CHECKLIST/OUTLINE, *continued***

3. FUTURE OBLIGATIONS

(Parties Not Obligated to Enter into Future Agreements)

4. LIMITATION ON USE

(Recipient not to disclose the technology or copy any information except as necessary, and Recipient will return or destroy any materials upon Discloser's Request)

D. 1. THIRD PARTY ACCESS

(Recipient NOT to disclose to any third party without prior written consent. Recipient's employees must sign similar confidentiality agreement)

5. SCOPE OF OBLIGATION

(Technology does NOT include: info publicly available, info that became available without fault of Recipient, info known by Recipient prior to disclosure (only if Client is Recipient), info from other source, or info known by Recipient prior to disclosure)

6. EVALUATION PERIOD

(Number of Days in which Recipient has to evaluate the Technology following disclosure; Include when Client is small and is disclosing to a large Recipient)

Evaluation Period: _____ **Days following initial disclosure**

7. CONFIDENTIALITY PERIOD

(Number of Years during which Recipient is obligated to maintain confidentiality)

Confidentiality Period: _____ **Years from date of disclosure**

8. TERMINATION OF AGREEMENT

(Number of Years Agreement is in effect)

Termination: _____ **Years from date of execution**

E. 2. REMEDIES FOR BREACH

(Remedies available to Disclosure include suit, restraining order, and/or injunction – Optional: Include if Client is Uni-lateral Discloser (Do Not include if Client is Recipient); Include if Mutual Agreement and Client is small and other party is large; Do Not include if both parties approximately same size)

9. APPLICABLE STATE LAW: _____

10. ASSIGNMENT RESTRICTION

(Recipient may not assign or transfer obligations without prior written consent of Discloser)

11. ENTIRE AGREEMENT

(Agreement sets forth Entire Agreement between Discloser and Recipient. If any provision is unenforceable, Agreement still enforceable to extent possible.)