

# INTERNATIONAL NON-DISCLOSURE AGREEMENT (NDA)

Parties: \_\_\_\_\_

## Disclosing Party:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

## Receiving Party:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

### 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or in any other form, including but not limited to business plans, financial data, customer lists, trade secrets, inventions, processes, designs, formulas, software, technology, and know-how.

### 2. Obligations of Receiving Party

The Receiving Party agrees to hold and maintain the Confidential Information in strict confidence, to use the Confidential Information solely for the Permitted Purpose, and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials). The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

### 3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes generally available to the public other than through a breach of this Agreement; (b) was known to the Receiving Party prior to receipt from the Disclosing Party without restriction on disclosure; (c) is received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

### 4. Term

The obligations of confidentiality shall continue for a period of five (5) years following the date of disclosure of the Confidential Information or until such time as the Confidential Information no longer qualifies as confidential under this Agreement, whichever occurs first.

### 5. Return or Destruction of Materials

Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents and other tangible materials representing the Confidential Information and certify in writing that it has complied with these obligations.

### 6. No License or Ownership Rights

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party under any patent, trademark, copyright, trade secret, or other intellectual property right of the Disclosing Party, except as expressly set forth herein.

## **7. No Warranty**

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

## **8. Remedies**

The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Disclosing Party shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have at law or in equity.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

## **11. Amendments and Waivers**

No modification or waiver of any provision of this Agreement shall be effective unless in writing signed by both parties.

## **12. Severability**

If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

## **13. No Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

## **14. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by electronic means shall be deemed binding.

## **15. Permitted Purpose**

The Receiving Party may use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship or transaction with the Disclosing Party.

## **16. No Obligation to Enter Transaction**

Nothing herein obligates either party to proceed with any proposed transaction or relationship, and each party reserves the right to terminate discussions at any time.

## **17. Survival**

The provisions of this Agreement that by their nature should survive termination shall survive any termination or expiration of this Agreement.

## **18. Independent Contractors**

The parties are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, or employment relationship between them.

**19. Notices**

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth above (or to such other address as a party may designate by notice).

**20. No Waiver**

Failure or delay by either party in exercising any right under this Agreement shall not constitute waiver of that right.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

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

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

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