Mutual NDA drafting worksheet

QuotedPart reusable worksheet - example, 2026-10-30

Parties: [legal name/address of A] and [legal name/address of B]. Effective date: [date].

1. Purpose. The parties may exchange information solely to [evaluate/quote/perform the specifically identified manufacturing project]. Any expanded use requires written agreement.

2. Covered information. Each party may disclose nonpublic drawings, specifications, quotations, manufacturing methods and other information identified as confidential or reasonably understood to be confidential in the circumstances. Identify any required marking and oral-confirmation procedure: [agreed rule].

3. Use and care. Each recipient will use covered information only for the Purpose, protect it with reasonable care no less than the care used for its own similar information, and limit access to authorized people who need it for the Purpose and are subject to appropriate confidentiality duties.

4. Recipients. Permitted employees, advisers and specifically approved processors: [scope/approval process]. No technical-data transfer is authorized by this agreement where separate export authorization or other approval is required.

5. Exclusions. The duties do not cover information the recipient can document was lawfully known without restriction, becomes public without breach, is independently developed without use of covered information, or is lawfully received without restriction from an authorized third party.

6. Required and protected disclosures. Nothing limits disclosures required or protected by applicable law. Where legally permitted, the recipient will give reasonable notice of compelled disclosure and cooperate with a lawful request for protective treatment; it will disclose only the required scope.

7. Duration. Disclosures are covered during [period]. Confidentiality and use duties continue for [agreed period/basis], with treatment of trade secrets as [counsel-approved provision]. Counsel must reconcile this with applicable law and existing contracts.

8. Return and retained records. On written request, return or destroy covered material according to [agreed process], subject to required retention, legal holds and agreed archival or backup treatment. Retained information remains subject to applicable confidentiality duties. Record approved exceptions.

9. Rights and business decisions. No ownership transfer or intellectual-property license is granted except the limited use for the Purpose. No order, exclusivity, noncompetition, non-solicitation or residuals license is created by this draft. Such provisions require separate review and agreement.

10. Administration. Changes must be written and approved by authorized representatives. Governing law, venue, remedies, liability allocation, notices and assignment: [counsel to complete]. Do not sign with these provisions unresolved.

A authorized name/title/signature/date: [fill]

B authorized name/title/signature/date: [fill]

This is an independently drafted discussion worksheet, not legal advice or a guarantee of enforceability. Review before signing.