ONE NDA

Congratulations, you've just been asked to sign oneNDA!

oneNDA set out on a mission to standardise the NDA so that lawyers can spend less time on them and more time on more valuable work.

In 2021, a group of lawyers from some of the world's leading law firms and in-house teams worked together to collaboratively create a standard NDA. The company sending you this NDA is one of the many adopters of oneNDA and they'd like you to sign it without changes.

What's the benefit of having oneNDA?

Imagine a world where all parties started off from the same template. No more battle of the forms, no more time wasted on work that adds little value and more time to spend on value-add activities. Dreamy? We think so too.

Is this NDA any good though?

The terms of oneNDA have been discussed extensively between some of the brightest legal minds in the industry - it's balanced, fair and easy to understand. We've carefully considered what should and shouldn't go in and why some clauses shouldn't be included. Unless you absolutely can't live with it, we'd ask you to sign it as is.

Can I use oneNDA for all occasions?

Version 1 of oneNDA is designed for use in the most common of instances where two parties want to enter into commercial discussions. For now, it is not suitable for more complex scenarios such as the disclosure of highly-sensitive information, such as in an M&A context, business-critical IP, such as your source code or 'secret sauce', inside information or personal data. It also doesn't expressly cover derived information. You should speak to a lawyer if you have any questions about whether the oneNDA is suitable for you and your circumstances.

This sounds immensely sensible, I want in!

If you think this sounds like one of the most sensible ideas you've ever heard, you're not alone. Drastically reduce the time your team takes to review and negotiate NDAs by adopting oneNDA as your organisational standard so you can spend time on the value-add work. No cost involved - join us.

One last thing

oneNDA comes as is, without any warranty at all. No one involved in writing, reviewing, or improving oneNDA will be liable to you for any damages related to this license or use of oneNDA, for any kind of legal claim. The use of oneNDA is subject to this licence agreement but don't worry, it's free.

PARTIES AND EXECUTION

Party 1	Party 2
Entity details:	Entity details:
Email:	Email:
Executed by:	Executed by:
Name:	Name:
Title:	Title:

VARIABLES

Purpose:

Confidentiality period:

Governing law:

Jurisdiction:

TERMS

1. What is Confidential Information?

(a) **Confidential Information** means information that is disclosed:

(i) by a party to this Agreement (the **Discloser**) or on the Discloser's behalf by its authorised representatives or its Affiliates,

(ii) to the other party to this Agreement (the **Receiver**), and

(iii) in connection with the Purpose.

(b) Confidential Information does not include information that is:

(i) in the public domain not by breach of this Agreement,

(ii) known by the Receiver at the time of disclosure,

(iii) lawfully obtained by the Receiver from a third party other than through a breach of confidence,

(iv) independently developed by the Receiver, or

(v) expressly indicated by the Discloser as not confidential.

(c) **Affiliates** means any entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group of entities as a party to this Agreement.

2. Who can I share it with?

(a) The Receiver may share the Confidential Information with its **Permitted Receivers**, which means its Affiliates and its officers, employees, members, representatives, professional advisors, agents and subcontractors of the Receiver or its Affiliates, but only if they:

(i) need to know it, and only use it, for the Purpose, and

(ii) have agreed to keep it confidential and restrict its use to the same extent that the Receiver has.

(b) The Receiver is liable for its breach of this Agreement and any act or omission by a Permitted Receiver which would constitute a breach of this Agreement if it were a party to it.

(c) The Receiver may share the Confidential Information if legally required but must promptly notify the Discloser of the requirement if legally allowed.

3. What are my obligations?

The Receiver must:

(a) only use the Confidential Information for the Purpose,

(b) keep the Confidential Information secure and confidential and only disclose it as allowed by this Agreement,

(c) promptly notify the Discloser if it becomes aware of a breach of this Agreement, and

(d) take reasonable steps to destroy or erase any Confidential Information it holds within thirty days of the Discloser's request, except the Receiver may retain copies of Confidential Information that are securely stored in archival or computer back-up systems or to meet legal or regulatory obligations, subject to this Agreement's terms.

4. How long do my obligations last?

(a) The Receiver's duty to protect Confidential Information starts on the date Confidential Information is disclosed and lasts until the end of the Confidentiality Period.

(b) Either party may terminate this Agreement with thirty days' prior written notice, but this will not affect the parties' obligations to protect Confidential Information disclosed before termination until the end of the Confidentiality Period.

5. Other important information

(a) **Notices.** Formal notices under this Agreement must be in writing and sent to the email addresses on the Agreement's front page as may be updated by a party to the other in writing.

(b) **Third parties.** Except for the Discloser's Affiliates, no one other than a party to this Agreement has the right to enforce any of its terms.

(c) **Entire agreement.** This Agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this Agreement.

(d) **Amendments.** Any amendments to this Agreement must be agreed in writing.

(e) **Assignment.** Neither party can assign this Agreement to anyone else without the other party's consent.

(f) **Waiver.** If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time.

(g) **Equitable relief.** The Discloser may seek injunctive relief or specific performance to enforce its rights under this Agreement.

(h) **Alternative dispute resolution.** The parties may refer any disputes arising under this Agreement to mediation or arbitration for resolution if agreed to in writing by both parties.

(i) Governing law and jurisdiction. The Governing Law applies to this Agreement and all disputes will only be litigated in the courts of the Jurisdiction.