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NON-DISCLOSURE AGREEMENT This non-disclosure agreement is made on this Date and between them: Name Disclosure having its place of business in the Address in the present after being referred to as disclosure; And The Name of the Recipient, having its business place in the Address in the present after it is called the Recipient; While in considering the reciprocal covenants established in this Agreement and for other good and valuable considerations (the receipt and sufficiency of which is recognized by each Party), the Parties agree as follows: 1. CONFIDENTIAL INFORMATION: Confidential information must mean and include any information disclosed by one party (disclosure) of another (recipient) relating directly or indirectly to the Purpose of Agreement/Disclosure that is identified by Disclosure, orally or in writing, as confidential, or at the time of disclosure, or, if disclosed orally, confirmed in writing within thirty days of initial disclosure. 2. EXCEPTIONS TO CONFIDENTIAL INFORMATION: This Agreement does not apply to information that: i. was available to the public at the time of disclosure or subsequently became available to the public without the recipient's fault; ii. was known to the recipient at the time of the disclosure or was independently developed by the recipient, provided that there is sufficient documentation to support such prior knowledge or independent development; iii. received by the Recipient from a third party, and the Recipient was not aware that a third party had a duty to confidentiality with respect to information; iv. used or disclosed by the recipient with prior written permission from Discloser; or v. must be disclosed by law, provided that the recipient gives Discloser sufficient prior written notice of any such disclosure to allow Discloser to challenge the disclosure. Any action taken by Discloser to challenge the disclosure should not jeopardize the Recipient's obligations under the disclosure order or that the recipient be subject to any fine, penalty or prosecution. 3. USE OF CONFIDENTIAL INFORMATION: Recipient may only use Confidential information for the purposes of Agreement/Disclosure Goals (Permitted Purpose). The recipient must not use Confidential Information for any other purpose without prior written permission from Discloser. 4. NON-DISCLOSURE: The recipient must keep confidential information secret. The recipient may disclose Confidential information only to their employees, directors, employees, agents and consultants who need to know Confidential information for authorized purposes, provided they are informed of the confidentiality of confidential information and keep it confidential. 5. RETURN OF CONFIDENTIAL INFORMATION: If requested in writing Disclosure, the recipient must cease use, return to Discloser and/or destroy all sensitive information and any copies of confidential information within its possession or control. 6. TERMO: This Agreement and the recipient's obligation to keep confidential information secret expires a few years after the date is due. 7. GENERAL PROVISIONS Remedies - The recipient agrees that repairation cannot be an adequate remedy in the event of any violation or threat of breach of the Recipient's obligations under the Agreement. Accordingly, in addition to any and all other available remedies, Discloser will have the right to seek a temporary or permanent injunction or any other form of fair assistance to ensure compliance with the obligations contained in this Agreement. No denial - The inability of the party to enforce its rights in one case will not result in the renunciation of these rights in any other case. Compliance - Each party must comply with all applicable laws, regulations and regulations in its jurisdiction, including but not limited to those relating to the export of information and data. Governing Law - This Agreement will be regulated and interpreted in accordance with provincial laws, and Canadian and party laws will be subject to the exclusive jurisdiction of the provincial courts. The parties have duly complied with the Agreement with their duly authorized representatives as they go. RECIENT RETRIEVER - A sample of the documents below is provided only for informational purposes. They don't know; They were not reviewed by counsel; They may not be legally valid or enforceable. Below are some random samples that we created with Documatica. Please note that these documents reflect a specific set of responses, and it is very likely that the document required is different. Don't rely on the templates below - create your own individual privacy agreement from our web page. Non-disclosure agreement (Canadian) Sample 27MvkF1.pdf Non Disclosure Agreement (Canadian) Sample 27YIWF1.pdf Note: Your initial responses are saved automatically when viewing the document. This screen can be used to save additional copies of your responses. Check to hide this advice in the future. Note: Your initial responses are saved automatically when you view the document. This screen can be used to save additional copies of your responses. Check to hide this advice in the future. CONTRIBUTOR To print this article, all you need is to be registered or log Mondaq.com. One of the first steps in a deal with the ISA is to sign an agreement on (NDA), also called a confidentiality agreement. While NDAS can be used in many different situations, in the context of the MSA, these agreements are a prerequisite for sharing information about the company and process of diligence. NGOs can be either one way or mutual. The single-to-one NGO is structured in such a way that only one party will disclose the information and the other party receives it. In contrast, a reciprocal NGO provides that either party can disclose or receive information and imposes mutual confidentiality obligations. There are a number of terms that should be included in NGOs, including the following basic questions: Parties: NGOs can be designed for application narrowly (e.g. only for individuals) or in general (e.g. the whole company, including its employees, professional consultants and other related parties). Consider whether these additional individuals or organizations should also formally agree to be bound by privacy obligations. Definition of confidential information: A typical approach is to broadly define sensitive information subject to exclusion (see next paragraph). However, parties may also pre-00 specific requirements, such as labeling privacy documents. Exceptions: For practical purposes, most NDAS exclude certain information from the definition of confidential information. Typical exceptions include: (1) information that has already been publicly available, except for a breach of NGOs; (2) information received from a third party that is not subject to any confidentiality obligations; and (3) information that is already available to the host party. Permitted purpose: NGOs should find out for what purpose confidential information is shared and limit the use of sensitive information for this purpose. For example, in the context of an MSA, a company that wants to engage potential bidders will limit the use of sensitive information to consideration and possibly the completion of the transaction. Non-disclosure: Similarly, THE NGO should make it clear that confidential information cannot be used for any other purpose or disclosed for any reason, unless required by law. Generally, please that the other party be given prior notification of such forced disclosure if possible so that precautions can be taken. Non-extortion workers: NDAs used in the context of the MHA often include a provision that restricts a potential bidder from poaching employees from a disclosed party. This is especially important when the parties are working in the same competitive space, and employees, about any particularly experienced or other values, are especially experienced or otherwise valuable. Term: Commitments created by NGOs tend to last for a certain period of time, as agreed by the parties. Revealing side where the protection provisions last longer, while the receiving party would prefer that potentially restrictive obligations expire sooner rather than later. While the standard form of the NSA is often used, parties should always consider whether the agreement is in line with specific circumstances and risks. Also, like everyone else law, when drafting or negotiating the NDA remember that seemingly innocuous changes can sometimes have unintended consequences (see, for example, a recent post in this blog regarding the time has the essence of the provision and what they actually mean). Norton Rose Fulbright Canada LLP Norton Rose Fulbright is a global legal practice. We provide the world's leading corporations and financial institutions with a full range of business law services. We have more than 3,800 lawyers based in more than 50 cities in Europe, the United States, Canada, Latin America, Asia, Australia, Africa, the Middle East and Central Asia. Recognized by our industry focus, we are strong in all key sectors of industry: financial institutions; Energy Infrastructure, mining and commodities; Transport Technology and innovation life sciences and health care. Wherever we are, we work in accordance with our global principles of quality, unity and integrity. We strive to provide the highest possible level of legal service in each of our offices and maintain this level of quality at each point of contact. Norton Rose Fulbright LLPs, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLOs, Norton Rose Fulbright South Africa (included as Deneys Reitz Inc) and Fulbright and Jaworski LLPs, each of which is a separate legal entity, are members (Norton Rose Furightible members) Norton Rose Fulbright Verein, Swiss Verein. Norton Rose Fulbright Verain helps coordinate the activities of Norton Rose Fulbright members, but does not provide legal services to clients by itself. The contents of this article are intended to provide a general guide to the matter. You should seek advice from specialists for specific circumstances. AUTHOR (S) POPULAR ARTICLES ON: Corporate/Commercial Law from Canada Building The Perfect Non-Share Corporations Act Gardiner Roberts LLO After decades of seeking reforms to corporate charters governing nonprofits and charities, lawyers across the country have received mishmash charters, each of which has its pros and cons. Disadvantages. non disclosure agreement canada template free. non disclosure agreement canada pdf. mutual non disclosure agreement canada. sample non disclosure agreement canada. standard non disclosure agreement canada. employee non disclosure agreement canada. breaking a non disclosure agreement canada. simple non disclosure agreement template canada

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