**Non-Disclosure Agreement (NDA) Template**

**1. Definition of Confidential Information**

*Confidential Information includes all technical and non-technical information disclosed by the Disclosing Party to the Receiving Party, such as proprietary information, trade secrets, and any other details that should reasonably be regarded as confidential.*

**Explanation**: This section clarifies what is considered confidential information. It's broad to ensure comprehensive protection, covering both technical data like software code and non-technical data like business plans.

**2. Obligations of the Receiving Party**

*The Receiving Party agrees to 1) keep the Confidential Information secret and not disclose it to anyone outside the designated scope, 2) not use the Confidential Information for any purpose outside the stipulations of this agreement, and 3) take all necessary steps to prevent unauthorized use or disclosure.*

**Explanation**: This part specifies the Receiving Party's duties: maintaining secrecy, using the information only for agreed purposes, and preventing leaks.

**3. Exclusions from Confidential Information**

*Confidential Information does not include information that is 1) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; 2) discovered or created by the Receiving Party before disclosure by Disclosing Party; or 3) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives.*

**Explanation**: This clause outlines what is not covered by the agreement, such as information already public or independently developed without the use of confidential information.

**4. Term of the Agreement**

*This NDA remains in effect for a period of 5 years from the date of disclosure, after which the Receiving Party is no longer obligated to protect the Confidential Information.*

**Explanation**: Defines the duration for which the protection of the confidentiality is required. It's important to specify a reasonable period during which trade secrets must be protected.

**5. Return of Materials**

*Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party shall be promptly returned by the Receiving Party, along with all copies, after the relationship between the parties has terminated or upon the request of the Disclosing Party.*

**Explanation**: This section requires the return of all materials containing confidential information when the agreement ends or upon request.

**6. No License**

*Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.*

**Explanation**: Clarifies that no intellectual property rights are being transferred under the NDA.

**7. Severability**

*If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.*

**Explanation**: Ensures that if one part of the agreement is invalidated, the rest remains effective.

**8. Integration**

*This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.*

**Explanation**: States that this document is the full and entire agreement between the parties on this matter.

**9. Jurisdiction**

*The terms of this Agreement and any disputes arising from it are governed by the laws of [Jurisdiction, e.g., State of New York].*

**Explanation**: Specifies which state's law will govern the agreement and where disputes will be settled.

This template should be customized to fit the specific requirements and circumstances of the parties involved. It is also recommended to have the agreement reviewed by a legal expert to ensure it provides the necessary protection and complies with local laws.