Information Checklist

Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (NDA) Checklist is designed to streamline the process of completing a mutual NDA template. It guides legal professionals through gathering the necessary information and obtaining client instructions on negotiable clauses, ensuring that the NDA is both comprehensive and tailored to the client's needs. The checklist highlights key clauses where client input is essential. This checklist serves as a practical companion to the NDA template, ensuring a well-drafted and enforceable agreement.

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| **Number** | **Information Required** | **Answer** |
| **Part 1: Information Required to Complete the NDA** | | |
|  | **Effective Date** |  |
|  | Date the agreement will begin |  |
|  | **Parties Involved** |  |
|  | Name of the First Party |  |
|  | First Party's registered office address |  |
|  | Name of the Second Party |  |
|  | Second Party's registered office address |  |
|  | **Corporate Information** |  |
|  | First Party’s legal incorporation details |  |
|  | Second Party’s legal incorporation details |  |
|  | **Confidentiality Period** |  |
|  | Term of confidentiality obligations (e.g., number of years from the Effective Date) |  |
|  | Specific handling of Trade Secrets |  |
|  | **Disclosure Mechanism** |  |
|  | Timeframe for documenting oral or visual disclosure (e.g., within [number of days] Business Days) |  |
|  | **Return of Confidential Information** |  |
|  | Deadline for return/destruction of confidential information after request (number of days) |  |
|  | **Audit Rights** |  |
|  | Duration for which the Recipient must maintain records for potential audit (e.g., [number of days/weeks/months/years]) |  |
|  | Advance notice period for audits (e.g., [number of days/hours]) |  |
|  | **Notices** |  |
|  | First Party’s contact for notices (Name, email, address) |  |
|  | Second Party’s contact for notices (Name, email, address) |  |
|  | **Governing Law and Jurisdiction** |  |
|  | Place of jurisdiction (City and country in India) |  |
|  | Arbitration venue and number of arbitrators (One/Three) |  |
|  | Rate of interest on arbitral awards |  |
| **Part 2: Client Instructions on Negotiable Clauses (with Explanatory Notes)** | | |
|  | **Confidentiality Term** |  |
|  | **Question:** How long should the Parties be obligated to maintain confidentiality after the agreement expires? Would you like an indefinite obligation for Trade Secrets, or a fixed term?  **Explanation:** Confidentiality periods are often fixed for general information, but Trade Secrets can be protected indefinitely. Confirm if you prefer to set a time limit for both, or protect Trade Secrets until they no longer hold commercial value. |  |
|  | **Sharing Confidential Information with Representatives** |  |
|  | **Question:** Should additional protections or approvals be required before either Party can disclose confidential information to its Representatives (e.g., further written consent, enhanced monitoring)?  **Explanation:** You may wish to limit how and to whom confidential information is shared within a Party’s organization or third-party advisors to enhance security. |  |
|  | **Compelled Disclosure** |  |
|  | **Question:** Should there be a provision for immediate notification if the Recipient is legally required to disclose confidential information (e.g., within [number of hours/days])? Should any specific limits be set on the scope of compelled disclosure?  **Explanation:** Courts or regulatory bodies may compel the disclosure of confidential information. Ensure prompt notification and limit the scope of what must be disclosed when possible. |  |
|  | **Remedies** |  |
|  | **Question:** Would you prefer to limit remedies to specific actions (e.g., injunctions, audits) in the case of breach, or allow a broader range of legal remedies?  **Explanation:** Consider if remedies for breach should include specific actions or a wider range of legal recourse to protect your interests if confidentiality is breached. |  |
|  | **Indemnity** |  |
|  | **Question:** Should each Party be fully responsible for all legal costs, damages, and other expenses arising from breaches of confidentiality, or would you prefer to limit liability to direct damages? |  |
|  | **Explanation:** Indemnity clauses can impose full responsibility on the breaching Party for legal expenses and damages. You may want to limit the scope of indemnification to avoid excessive liability. |  |
|  | **Audit Rights** |  |
|  | **Question:** Should either Party be allowed to audit the other Party’s systems without prior notice in certain cases (e.g., suspected breach of confidentiality), or would you prefer a fixed notice period for all audits?  **Explanation:** Audits allow one Party to verify the other’s compliance with the agreement. You may want the ability to conduct surprise audits if confidentiality is suspected to be compromised, or set standard notice periods for transparency if your client is likely to be the discloser of confidential information. However, if your client is likely to be the recipient of the information, you may want to restrict the ability to audit your client’s systems or place reasonable processes around it. |  |
|  | **Governing Law and Arbitration** |  |
|  | **Question:** Is the client comfortable with arbitration in [city], or would they prefer a different jurisdiction or alternative dispute resolution methods?  **Explanation:** Arbitration venue and number of arbitrators can affect the convenience and cost of resolving disputes. Discuss whether the chosen location and arbitration setup are acceptable or if another jurisdiction would be preferred. |  |

**Disclaimer**

This checklist is intended as an indicative guide for the information necessary to complete the associated template document and facilitate discussions between a legal professional and their client. TLL does not guarantee the accuracy, completeness, or interpretation of this checklist. Users are strongly encouraged to review the template document for which the information is being collected before relying on this checklist in legal practice.

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