Information Checklist

Unilateral Non-Disclosure Agreement

This Non-Disclosure Agreement (NDA) Checklist is designed to streamline the process of completing a unilateral 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 Discloser (Company providing confidential information): |  |
|  | Discloser's registered office address |  |
|  | Name of the Recipient (Company receiving confidential information) |  |
|  | Recipient's registered office address |  |
|  | **Corporate Information** |  |
|  | Discloser’s legal incorporation details |  |
|  | Recipient’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** |  |
|  | Discloser’s contact for notices (Name, email, address) |  |
|  | Recipient’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 Recipient 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 the Recipient can disclose confidential information to its Representatives (e.g., further written consent, enhanced monitoring)?  **Explanation:** While the NDA allows sharing with Representatives on a "need-to-know" basis, you can add safeguards, such as requiring your approval before they access confidential information, to minimize risk. |  |
|  | **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:** Sometimes, law or court orders can compel the Recipient to disclose confidential information. You can negotiate to ensure prompt notification and limit disclosure to the absolute minimum required. |  |
|  | **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:** Remedies for a breach can include seeking injunctive relief, auditing the Recipient’s systems, or pursuing damages. Discuss whether to limit remedies to certain actions or allow broader legal recourse. |  |
|  | **Indemnity** |  |
|  | **Question:** Should the Recipient be fully responsible for all legal costs, damages, and other expenses arising from a breach of confidentiality, or would you prefer to limit liability to direct damages? |  |
|  | **Explanation:** The current indemnity clause may hold the Recipient liable for all losses, including legal costs. If you wish, you can negotiate to limit their responsibility to direct damages only, reducing their exposure. |  |
|  | **Audit Rights** |  |
|  | **Question:** Should the Discloser be allowed to audit the Recipient’s systems without prior notice in certain cases (e.g., suspected breach of confidentiality), or would you like a fixed notice period for all audits?  **Explanation:** You can choose whether to allow audits at any time without notice (e.g., in case of a suspected breach) or to always provide advance notice. This impacts how easily you can monitor compliance. |  |
|  | **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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