Information Checklist

Employer-Employee Non-Disclosure Agreement

This Information Checklist is based on the Employer-Employee Non-Disclosure Agreement template. It guides legal professionals through gathering the necessary information and obtaining client instructions on clauses that may have variations, 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 Company (Employer) |  |
|  | Company’s registered office address |  |
|  | Name of the Employee |  |
|  | Employee’s residential address |  |
|  | Employee’s Permanent Account Number (PAN) |  |
|  | **Company Information** |  |
|  | Company’s legal incorporation details (Companies Act 1913/1956/2013) |  |
|  | A brief description of the Company’s business |  |
|  | **Confidentiality Period** |  |
|  | Term of confidentiality obligations (e.g., number of years from the Effective Date) |  |
|  | Specific handling of Trade Secrets |  |
|  | **Termination** |  |
|  | The notice period required by the Company to terminate the agreement (e.g., [number] days) |  |
|  | **Return of Confidential Information** |  |
|  | Deadline for return or destroying confidential information after termination (e.g., number of days) |  |
|  | **Notices** |  |
|  | Company’s contact for notices (Name, email, address) |  |
|  | Employee’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 Variable Clauses (with Explanatory Notes)** |
|  | **Confidentiality Term** |  |
|  | **Question:** How long should the Employee be obligated to maintain confidentiality after their employment terminates? Would you like indefinite protection for Trade Secrets or a fixed period for all information?**Explanation:** Trade Secrets may require indefinite protection, while general confidential information can be bound to a fixed term. Ensure clarity on how long you expect confidentiality to continue post-employment. |  |
|  | **Sharing of Confidential Information** |  |
|  | **Question:** Should the Employee be permitted to share confidential information with third parties (e.g., subcontractors) under certain circumstances, or should such disclosure be completely restricted without written consent?**Explanation:** While the agreement allows sharing within the Company’s hierarchy, you may wish to impose additional restrictions or require explicit consent for external sharing. |  |
|  | **Compelled Disclosure** |  |
|  | **Question:** Should there be a requirement for immediate notification if the Employee is compelled by law to disclose confidential information (e.g., within [number of hours/days])? Should the Employee limit the scope of such disclosures?**Explanation:** Legal mandates may require the Employee to disclose information. Ensure that the Company is notified promptly and that only the minimum necessary disclosure occurs. |  |
|  | **Termination Notice Period** |  |
|  | **Question:** How much notice would you like the Company to provide to the Employee before terminating the NDA (e.g., [number] days)?**Explanation:** A reasonable notice period should be established to ensure a smooth termination process and proper handling of confidential information. |  |
|  | **Remedies** |  |
|  | **Question:** Would you prefer to limit remedies in case of a breach of confidentiality (e.g., injunctions, legal claims), or allow a broader range of legal remedies including damages?**Explanation:** Remedies for breach can include injunctive relief and the right to sue for damages. You may want to define the remedies available or leave them open for more flexibility. |  |
|  | **Indemnity** |  |
|  | **Question:** Should the Employee 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:** The indemnity clause may hold the Employee liable for all losses. Limiting liability to direct damages could reduce their exposure to legal risks.  |  |
|  | **Governing Law and Arbitration** |  |
|  | **Question:** Is arbitration in [city] acceptable, or would another jurisdiction or method of dispute resolution be preferred?**Explanation:** Arbitration can be more private and cost-effective than litigation. Discuss whether the chosen arbitration venue and setup are convenient, or if another location or method is 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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