

# iapi

Institute of Advertising  
Practitioners in Ireland

## **THE IAPI NON-DISCLOSURE AGREEMENT (NDA)**

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**The purpose of this agreement is to establish the rights and interests of the parties which have executed it below.**

Whereas, either party may be disclosing to (Disclosing Party), and/or receiving from (Receiving Party) the other party certain confidential and proprietary information including, but not limited to, business operations, processes, plans, intentions, product information, know-how, designs, trade secrets, market opportunities, customers, costs, prices, business plans, details of corporate organisation and corporate financial information and any other information or data of whatever kind whether in physical, electronic, written or oral form, all of which is referred to herein as "information", and

Whereas, for the purpose of evaluating a potential business relationship, the parties are each willing to disclose and receive information under the terms and conditions specified below:

1. Each party agrees to maintain all information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such information to any third party without the prior consent from the disclosing party. Each party further agrees to use the information only for the purpose set forth above. Information shall be deemed confidential regardless of the fact it is not marked as such if given in writing or, if given orally, identified as confidential orally prior to disclosure.
2. The receiving party's obligation of non-disclosure under this agreement shall not apply to information which
  - Is or becomes a matter of public knowledge through no fault of or action by the receiving party;
  - Was rightfully in the receiving party's possession prior to receipt from the disclosing party;
  - Subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such information without restriction;
  - Is independently developed by the receiving party without resort to information which is confidential under this agreement, and can so be proven by written records; or
  - Is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford to disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

Whenever requested by the disclosing party, the receiving party shall immediately return to the disclosing party all manifestations of its information or, at disclosing party's option, shall destroy all such information as the designate. The receiving party's obligation of confidentiality shall survive this agreement for a period of five years from the date this agreement is executed by the last party to sign, and thereafter shall terminate and be of no further force or effect.

3. The receiving party agrees that this agreement shall not be assigned without prior written consent from the disclosing party, No right or license is granted by the disclosing party to the receiving party except as expressly set forth in this agreement. This agreement is made under and shall be constructed according to the laws of the Republic of Ireland and supercedes all prior agreements between the parties, oral or written concerning the disclosure of information.

**On behalf of the agency dated:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**On behalf of the client dated:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_