Awake Non Disclosure Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Protect information during an identified evaluation with one-way or mutual duties.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Parties and addresses: [names/addresses]. Effective date: [date]. Purpose: [specific evaluation]. Disclosure mode: [mutual / one-way, with named discloser and recipient]. Disclosure period: [dates]. Confidentiality duration: [years from each disclosure]; trade secrets while legally qualifying. Authorized recipients: [categories]. Notice contacts: [contacts].

1. Covered information

Confidential Information is nonpublic information disclosed for the Purpose that is marked confidential or reasonably understood to be confidential from its nature and circumstances. Identify any special oral-disclosure confirmation process explicitly. Exclude information demonstrably lawfully public, already known unrestricted, independently developed without protected information or received lawfully unrestricted from another source.

2. Use and disclosure

A receiving party uses information only for the Purpose, applies reasonable care and shares only with authorized recipients who need it and have adequate duties. The receiving party is responsible for its representatives as specified [terms]. Do not upload protected information to an unapproved AI or third-party service. Compelled disclosure is permitted with notice and cooperation where lawful. Protected reporting and nonwaivable rights remain available.

3. Rights and return

Disclosure grants no IP license, ownership, exclusivity, non-circumvention fee or commitment to transact. Neither party must disclose or proceed. On request or evaluation end, return or delete information except lawful archives and inaccessible routine backups retained under continuing duties. Independently developed knowledge remains available, but a residuals clause is not implied.

4. Duration and remedies

Duties apply for the completed duration and survive end of discussions. Remedies remain subject to proof, applicable law and the completed liability terms [terms or no contractual cap]. An injunction is not automatic. Any reverse-engineering restriction must be specifically agreed and lawful [scope or none].

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].