Mutual NDA for Software Development Work

Template, not legal advice. Have a lawyer in your country review it before you sign. Fill in every [BRACKET] and delete the notes in *italics*.

The basics

	Party 1	Party 2
Company name		
Address		
Email for notices		

Purpose: to discuss and do software development work, namely:

Keep this narrow. You can widen it later; you can't narrow it once code has been shared.

Start date:

Information stays confidential for: 2 / 3 / 5 years after this agreement ends. Trade secrets stay confidential for as long as they are trade secrets.

Law and courts: the law of ; the courts of

The terms

1. What is confidential. Anything one party (the **Sharer**) gives the other (the **Recipient**) that is marked confidential, or that a reasonable person would see as confidential. That includes source code, repositories, designs, data, test data, passwords and access keys, security documents, roadmaps, prices, and the fact that the parties are talking.

2. What is not confidential. Information the Recipient can show:

(a) is public, and not because the Recipient leaked it;

(b) it already knew, without a duty to keep it secret;

(c) it got from someone else who was free to share it; or

(d) it built on its own, without using the Sharer's information.

3. What the Recipient must do.

(a) Use the information only for the Purpose.

(b) Share it only with its own staff, contractors and advisers who need it for the Purpose and who are bound to keep it secret. The Recipient is responsible for them.

(c) Protect it at least as carefully as its own secrets, and never less than reasonably carefully. For code and passwords, that means: work in the Sharer's repositories and accounts where it provides them, never copy code to personal accounts or devices, and remove a person's access as soon as they no longer need it.

(d) Tell the Sharer in writing within 72 hours of finding out the information was leaked or misused, and help limit the damage.

4. AI tools. The Recipient may put the Sharer's information, including code, into an AI tool (a coding assistant, chat assistant or coding agent) only if:

(a) the tool and its plan are listed in the Schedule, or the Sharer has approved them by email; and

(b) the tool runs on business, enterprise or API terms under which the provider does not train its models on the information, with any privacy or no-training settings switched on.

Free, personal and consumer plans are never allowed. Nobody may use the information to train or fine-tune an AI model. The Sharer can withdraw approval for a tool by email; the Recipient then stops using that tool with the Sharer's information within 5 business days. Using an approved tool this way is not a breach.

5. When the law requires disclosure. If a law, regulator or court order requires the Recipient to disclose information, it may disclose only what is required. Where the law allows, it first warns the Sharer so the Sharer can try to protect the information.

6. No other rights. Sharing information does not give the Recipient any ownership of it or licence to it, other than to use it for the Purpose. "We remembered it" is not an exception: people may not use the Sharer's information just because it stayed in their heads. Neither party has to share anything or sign any further deal. Information is shared "as is", with no promise that it is accurate or complete.

7. Ending. Either party can end this agreement at any time by email. The duties in it still apply to information already shared, for the period set out in "The basics".

8. Giving it back. When the agreement ends, or earlier if the Sharer asks, the Recipient stops using the information, returns or deletes it (including local copies of repositories), gives up any passwords and access keys, and confirms this in writing if asked. Copies in automatic backups, or that the law requires it to keep, may stay until normally deleted, and they stay confidential.

9. If someone breaks this agreement. A leak can cause harm that money can't fix, so the Sharer may ask a court to stop it (an injunction) as well as claim damages.

10. The rest. This is the whole agreement on this subject; changes must be in writing and signed by both parties. Neither party can transfer it to someone else without the other's consent, except as part of a merger or sale of its business. If one part is unenforceable, the rest still stands. It can be signed electronically and in separate copies. Nothing in it stops anyone from reporting a possible crime or breach of law to the authorities.

11. US only: whistleblower notice. *Keep this section if an individual (not a company) signs, or if individual engineers will be bound by this agreement under US law. Otherwise delete it.*

Under US law (18 U.S.C. § 1833(b)), an individual is not liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a government official or a lawyer, only to report or investigate a suspected breach of law, or (b) in a court filing made under seal. An individual who sues an employer for retaliation for reporting a suspected breach of law may share the trade secret with their lawyer and use it in court, if they file it under seal and do not disclose it except under a court order.

Schedule: approved AI tools

Tool	Plan	Approved by	Date

Vendor terms change. Before you approve a tool, check its current terms for the plan you use: does the provider train on your data, and how long does it keep it?

Signatures

	Party 1	Party 2
Signature		
Name and title		
Date		

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