

Iowa Forensic Data Solutions
3209 Ingersoll Avenue
Des Moines, Iowa 50312
rob@iaforensics.com
515-829-1549
6/08/2023

Name:

Address:

City/State/Zip:

This Confidentiality Information Agreement ("Agreement") is entered into between Iowa Forensic Data Solutions ("Disclosing Party") and _____ ("Recipient") (collectively referred to as the "Parties") on this ___/___/2023

1. Purpose

The purpose of this Agreement is to protect and maintain the confidentiality of certain information that may be disclosed between the Parties during the course of their professional relationship.

2. Confidential Information

2.1 Definition: "Confidential Information" shall include any information, data, documents, materials, or trade secrets disclosed by the Disclosing Party to the Recipient, in oral, written, electronic, or any other form, that is marked as confidential or would reasonably be understood to be confidential considering the nature of the information and the circumstances of its disclosure.

2.2 Exclusions: The term "Confidential Information" shall not include information that is:

- (a) Already publicly known or becomes publicly known without breach of this Agreement;
- (b) Already in the Recipient's possession without any obligation of confidentiality;
- (c) Received from a third party without any obligation of confidentiality;
- (d) Independently developed by the Recipient without reference to the Confidential Information; or
- (e) Required to be disclosed by law, regulation, or court order, provided that the Recipient provides prompt notice to the Disclosing Party to allow them to seek appropriate protective measures.

3. Obligations of the Recipient

3.1 Non-Disclosure: The Recipient agrees to keep all Confidential Information strictly confidential and not to disclose, distribute, or make available such information to any third party without the prior written consent of the Disclosing Party.

3.2 Use of Confidential Information: The Recipient shall use the Confidential Information solely for the purpose of [state the purpose or nature of the use] and shall not use it for any other purpose without the prior written consent of the Disclosing Party.

3.3 Protection of Confidential Information: The Recipient agrees to take reasonable measures to protect the confidentiality of the Confidential Information and to prevent unauthorized access, use, or disclosure. These measures shall be at least as protective as those used by the Recipient to protect its own confidential information.

3.4 Disclosure to Employees or Agents: The Recipient may disclose the Confidential Information to its employees or agents who have a legitimate need to know the information, provided that they are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

4. Term and Termination

4.1 Term: This Agreement shall become effective as of the date first written above and shall continue in effect until [specify a termination event or duration].

4.2 Return of Confidential Information: Upon termination of this Agreement or at the request of the Disclosing Party, the Recipient shall promptly return or destroy all Confidential Information, including any copies or reproductions thereof, in its possession, custody, or control.

5. Remedies

5.1 Injunctive Relief: The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages may not be an adequate remedy. Therefore, the Disclosing Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other remedies available at law or in equity.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [state or country]. Any legal action arising out of or relating to this Agreement shall be brought in the appropriate state or federal court located in Des Moines, Iowa.

Client/Attorney Signature: _____ Date: _____

Agency Signature: _____ Date: _____