



INSTRUCTIONS AND COMMENTS NDA (INDIVIDUAL)

Opening Paragraph:

This paragraph introduces the parties and the type of agreement it is. Use this Form when you are going to be meeting with a person from whom you are considering buying a service or product and you anticipate disclosing confidential information about the museum. Use Form entitled "Consultant NDA" if you have already decided to hire the other party, and their agreement does not have a sufficient confidentiality provision.

Make sure to use the ***entire legal name of your museum*** which is the name used with the Secretary of State in the State where your entity was formed.

Paragraph 1.

This is the paragraph that defines the term "Confidential Information" for purposes of this Agreement.

Paragraph 2.

This paragraph requires that the other party keep the museum's information in the strictest confidence. There are 2 exceptions: 1. The consultant may use the confidential information as needed to perform whatever services they are ultimately hired to do, if any; and 2. If an officer of the museum gives written permission to disclose the confidential information.

Paragraph 3.

his paragraph allows the potential consultant to share the information only with those who need to help evaluate it, and they need to be under an obligation to keep it confidential.

Paragraph 4.

This paragraph gives 4 scenarios where the information disclosed by the museum would not be considered "confidential".

Paragraph 5.

This paragraph protects the museum in the event the would-be consultant tries to use the information and then somehow suffers damages because the information is either inaccurate or infringes on a third party's rights.

Paragraph 6.

This paragraph simply states that any material given by the museum, remains the property of the museum and should be returned upon request.

Paragraph 7.

In the event there is a lawsuit, this provision tells the Court the law of which state applies, and also determines where lawsuits can be brought. If the other party does not want to agree to this, you can consider removing it all together and then whoever brings a lawsuit will probably choose to file the lawsuit where it is more convenient for them. If the other party is in another country, you should be persistent, and perhaps compromise on a state in the United States more convenient for the foreign party (this is often New York).

Paragraph 8.

This provision will help the museum if it needs to obtain a court order requiring the potential consultant to cease and desist from doing something with the Confidential Information. This type of remedy is called injunctive relief.

Paragraph 9.

This paragraph confirms that the museum does not have to enter into any other contract or business relationship after the negotiations or discussions take place.

Signature Block:

If the other party is a legal entity (not an individual), use the form NDA (entity).

If the other party is an individual, you only need their full name and signature. Having their address is useful in the event you must initiate a lawsuit and you need to serve them.