

Mutual Non-Disclosure Agreement

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HOW TO USE IT

Fill in every [BLANK]. Where you see ☐ options, keep the ones you want and strike the rest.

BEFORE YOU SIGN

This is a template, not a lawyer-drafted legal document and not legal advice. It replaces the verbal agreement most of this work runs on, so both sides have the terms in writing. Laws differ by country and by state. Have a lawyer where you live read it before anyone signs.

1 The parties and the purpose

- 1.1 This agreement is made on [DATE] between [NAME], of [ADDRESS], and [NAME], of [ADDRESS] (each a "Party").
- 1.2 The Parties are discussing a possible book about [SUBJECT] (the "Purpose"). Each Party may share confidential information with the other for the Purpose.

2 What is confidential

- 2.1 "Confidential Information" means anything one Party shares with the other for the Purpose, in any form, including family and personal history, health, finances, business affairs, documents, recordings, photographs, drafts, sample pages, methods and the fact that the Parties are talking.

3 What is not confidential

- 3.1 Information is not confidential if the receiving Party can show it: (a) was public, or became public through no fault of theirs; (b) was already known to them without a duty of confidence; (c) was given to them by someone else with the right to share it; or (d) was developed by them without using the Confidential Information.

4 What each Party promises

- 4.1 Each Party will: (a) use the other's Confidential Information only for the Purpose; (b) not share it with anyone except their own advisers or team members who need it for the Purpose and are bound by confidentiality in writing; and (c) protect it with at least the care they use for their own private information.
- 4.2 Neither Party will upload the other's Confidential Information to any AI tool that uses it to train a model.

- 4.3 A Party may disclose Confidential Information if a court, regulator or the law requires it, after telling the other Party first where the law allows.

5 Returning and deleting

- 5.1 If the Parties do not go ahead, or on request, each Party will return or delete the other's Confidential Information within [14] days, including recordings and copies, and confirm in writing that it has done so. Copies held in automatic backups may be kept until they are overwritten, and stay confidential.

6 How long it lasts

- 6.1 This agreement starts on the date above. The duty of confidentiality lasts for [FIVE] years after the last disclosure, and with no end date for personal, health and family information.

7 No obligation

- 7.1 Nothing in this agreement obliges either Party to enter into a writing agreement, and no licence or ownership of any information passes under it.

8 Remedies and the law

- 8.1 A breach may cause harm that money cannot repair, so the injured Party may seek an injunction as well as damages.
- 8.2 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY], and the courts of [CITY] have jurisdiction.

Signatures

Party 1

Party 2

SIGNATURE

SIGNATURE

FULL NAME

FULL NAME

DATE

DATE