

CONTRACTOR NON-DISCLOSURE AGREEMENT

1. 1. Parties and Engagement

This Contractor Non-Disclosure Agreement (the "Agreement") is made as of [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [CONTRACTOR NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [CONTRACTOR ADDRESS] (the "Contractor"). The Contractor is engaged, or is being considered for engagement, to provide the following services: [SERVICES DESCRIPTION] (the "Engagement"). In connection with the Engagement, the Company will provide the Contractor with access to confidential information and systems. This Agreement governs that access and applies whether or not a separate services agreement, statement of work, or purchase order is signed. Where a separate services agreement exists, this Agreement supplements it, and the more protective confidentiality provision controls in the event of a conflict.

2. 2. Definition of Confidential Information

"Confidential Information" means non-public information of the Company, its affiliates, its clients, and its business partners that is disclosed to or accessed or created by the Contractor in connection with the Engagement, in any form. It includes without limitation: source code, repositories, credentials, infrastructure configuration, and technical documentation; product roadmaps, designs, and unreleased features; customer, user, and prospect records; pricing, cost, margin, and contract terms; financial data, forecasts, and operating metrics; marketing plans and campaign material before launch; internal communications, meeting notes, and strategy documents; and any information the Company holds under a duty of confidence to a third party. Information does not need to be marked confidential to be covered. Any output, analysis, or derivative material the Contractor creates that contains or reveals Confidential Information is also Confidential Information.

3. 3. Exclusions from Confidential Information

Confidential Information does not include information that the Contractor can demonstrate through written records: (a) is or becomes publicly known through no act or omission of the Contractor or its personnel; (b) was rightfully in the possession of the Contractor before the Company disclosed it, without a duty of confidence; (c) is rightfully received from a third party who is free to disclose it; or (d) is independently developed by the Contractor without use of or reference to the Confidential Information. The general skills, methods, and professional experience of the Contractor are not Confidential Information, and nothing in this Agreement prevents the Contractor from performing similar services for other clients, provided the Contractor does not use or disclose Confidential Information of the Company in doing so. A combination of otherwise public elements remains Confidential Information unless the specific combination itself is public.

4. 4. Permitted Use and Restrictions

The Contractor will use Confidential Information solely to perform the Engagement and for no other purpose. The Contractor will not use Confidential Information to build, train, market, or improve any product, service, model, or offering of the Contractor or of any other client, and will not use it to compete with the Company or to solicit its customers. The Contractor will not access any Company system, account, dataset, or environment beyond what is required for assigned work, and will not copy or export data from Company systems except as necessary to perform the Engagement. The Contractor will not submit Confidential Information to any third-party service, including analytics, storage, code assistance, or artificial intelligence tools, except those approved in writing by the Company and listed at [APPROVED TOOLS LIST]. The Contractor will not publish, present, or reference the Confidential Information in any portfolio, case study, blog post, or talk without prior written consent.

5. 5. Personnel, Subcontractors, and Flow-Down

The Contractor may disclose Confidential Information only to its employees, officers, and approved subcontractors who need it to perform the Engagement, and only after they have signed a written agreement containing confidentiality obligations at least as protective as those in this Agreement. The Contractor will provide the Company with a list of personnel and subcontractors with access on request, and will notify the Company before adding any subcontractor unless the Company has given standing approval in writing. The Contractor will promptly revoke the access of any person who leaves the Engagement. The Contractor remains fully responsible for any act or omission by its personnel or subcontractors that would breach this Agreement if committed by the Contractor, and the Company is not required to pursue the individual instead of the Contractor.

6. 6. Data Handling, Devices, and Security

The Contractor may perform the Engagement on its own equipment, provided that any device or account used to access Confidential Information meets the following minimum requirements: full-disk encryption, a screen lock, current operating system and security updates, unique credentials not shared with any other person, and multi-factor authentication where the system supports it. The Contractor will store Confidential Information only in [APPROVED STORAGE LOCATIONS, e.g., Company-provided systems and the specific repositories or drives listed in the statement of work] and will not place it in personal email, personal cloud storage, or unmanaged local folders. The Contractor will not use shared or public machines to access Company systems and will not leave Confidential Information visible in unsecured locations. The Contractor will notify [SECURITY CONTACT] in writing within [BREACH NOTICE PERIOD, e.g., 24 hours] of discovering any lost device, compromised account, or actual or suspected unauthorized access, and will cooperate fully in the investigation and remediation, including preserving relevant logs and evidence.

7. 7. Third-Party and Regulated Data

Where the Engagement involves information belonging to clients, customers, or end users of the Company, the Contractor will handle that information in accordance with any additional restrictions the Company identifies, including obligations the Company owes to those parties. If the Engagement involves regulated data such as [REGULATED DATA CATEGORIES, e.g., personal information, health information, payment card data, or financial account data], the Contractor will comply with the applicable legal and contractual requirements and will execute any additional agreement the Company reasonably requires, including a data processing addendum or business associate agreement. The Contractor will process personal data only on documented instructions from the Company, will not sell or share it, and will limit access to personnel with a need to know. The Contractor will not transfer Confidential Information outside [PERMITTED JURISDICTIONS] without prior written approval.

8. 8. Independent Contractor Status and No Ownership Implied

The Contractor is an independent contractor and not an employee, agent, or partner of the Company, and nothing in this Agreement creates an employment or joint employer relationship. This Agreement does not obligate the Company to engage the Contractor for any minimum amount of work or for any period. Ownership of deliverables, work product, and intellectual property created during the Engagement is governed by the separate services agreement or statement of work between the Parties; this Agreement does not itself transfer ownership of any deliverable, and the absence of an ownership clause elsewhere does not imply a transfer. Nothing in this Agreement grants the Contractor any license or right in the intellectual property of the Company beyond the limited right to use Confidential Information to perform the Engagement. The Contractor retains ownership of its own pre-existing tools, templates, and libraries.

9. 9. Term and Duration of Obligations

This Agreement begins on the Effective Date and continues for the duration of the Engagement and any renewal or follow-on work. The obligations of confidentiality and non-use apply to each item of Confidential Information for [CONFIDENTIALITY PERIOD, e.g., three years] after the date of disclosure, or for as long as the information qualifies as a trade secret under applicable law, whichever is longer for trade secrets. Either Party may terminate this Agreement on [TERMINATION NOTICE, e.g., 30 days] written notice, but termination does not affect obligations relating to Confidential Information already disclosed. Completion, suspension, or termination of the Engagement for any reason does not release the Contractor from these obligations. The provisions on use restrictions, security, return of materials, remedies, and governing law survive termination.

10. 10. Return or Destruction and Offboarding

Within [OFFBOARDING PERIOD, e.g., 10 days] after the Engagement ends, or earlier on written request by the Company, the Contractor will return or securely destroy all Confidential Information in its possession or control, including files, exports, notes, credentials, and any copies held by its personnel or subcontractors. The Contractor will also transfer to the Company all accounts, domains, repositories, and administrative access created or held on behalf of the Company, and will confirm that its own access to Company systems has been surrendered. An authorized representative of the Contractor will certify completion in writing. The Contractor may retain one archival copy where required by applicable law or a documented retention policy, and is not required to purge routine backups that are not readily accessible; anything retained remains subject to this Agreement. The Contractor may retain a general description of the Engagement for its own records but may not retain Company data of any kind for reference or portfolio use.

11. 11. No Conflicting Obligations

The Contractor represents that entering into this Agreement and performing the Engagement will not breach any agreement with any other client or employer. The Contractor will not bring to the Company, use in the Engagement, or disclose to the Company any confidential information or trade secret belonging to a third party, and will not perform work for the Company that would require doing so. The Contractor will manage its other client work so that Confidential Information of the Company is not commingled with the information of other clients, including in shared repositories, shared cloud folders, or shared analytics accounts. If the Contractor believes an assignment creates a conflict of interest with another client, the Contractor will notify [COMPANY CONTACT] before proceeding. Nothing in this section restricts the Contractor from serving other clients, including in the same industry, subject to the use restrictions in Section 4.

12. 12. Compelled Disclosure

If the Contractor is required by law, regulation, subpoena, court order, or governmental demand to disclose Confidential Information, the Contractor may do so, provided that, to the extent legally permitted, it gives the Company prompt written notice before disclosure so the Company may seek a protective order or other confidential treatment at its own expense. The Contractor will reasonably cooperate with those efforts at the expense of the Company. If no protective order is obtained, the Contractor will disclose only the portion legally required and will seek assurances that the information will be treated confidentially. Disclosure under this section is not a breach, and the information remains Confidential Information for all other purposes. Nothing in this Agreement prevents the Contractor from reporting a suspected violation of law to a governmental agency or from participating in an agency proceeding.

13. 13. Remedies and Injunctive Relief

The Contractor acknowledges that unauthorized use or disclosure of Confidential Information could cause harm to the Company that money damages alone may not adequately remedy. In addition to other available remedies, the Company may seek injunctive or other equitable relief to prevent or stop an actual or threatened breach, subject to any bond the court requires. The Company may also recover damages proven to result from a breach. Except in connection with a breach of confidentiality, willful misconduct, or misappropriation of trade secrets, neither Party will be liable to the other for indirect, incidental, consequential, or punitive damages arising under this Agreement. The prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorney fees and costs. Any limitation of liability in a separate services agreement does not apply to a breach of this Agreement unless that agreement says so expressly.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action will be brought in the state or federal courts located in [VENUE COUNTY AND STATE], to whose jurisdiction each Party consents. This Agreement, together with any referenced services agreement or statement of work, is the entire agreement of the Parties on the subject of confidentiality and supersedes prior understandings; amendments must be in writing and signed. The Contractor may not assign this Agreement without the prior written consent of the Company; the Company may assign it to a successor to its business or assets. If a provision is held unenforceable, it will be narrowed to the minimum extent necessary and the remainder will continue in effect. Failure to enforce a right at one time does not waive it later. Counterparts and electronic signatures are valid.

15. 15. Signatures

By signing below, the Parties agree to the terms of this Agreement as of the Effective Date. COMPANY: [COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CONTRACTOR: [CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. Each signer represents that they are authorized to bind the party on whose behalf they sign. This Agreement may be executed in counterparts, and electronic signatures have the same effect as originals.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Requirements differ by state and by industry, and engagements involving personal data, health information, payment data, or regulated financial information typically require additional agreements beyond a confidentiality document. Worker classification rules also vary, and a confidentiality agreement does not by itself establish contractor status. Review and adapt this document for your own facts, and consult a licensed attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.