

Guidelines - How to use a NDA ?

Definition : *NDA* - “*Non Disclosure Agreement*”



- Legally binding contract in which the Parties agree to not disclose certain information exchanged as part of a joint project
- Also named “CDA” (Confidential Disclosure Agreement) or Confidentiality Agreement

When to use a NDA?



- Before any discussion with a partner for a futur project
- Before any disclosure of sensitive information (strategy, customers, data, financial data...)
- Regardless of the method of disclosure (in writing or orally)

Why ?



- To protect the confidential information of our companies

How to use it and where to find it ?



- Download the NDA Template with the following link :
“*Templates NDA*”



Complete the information

Complete the information **highlighted in Yellow**



- **Effective Date**

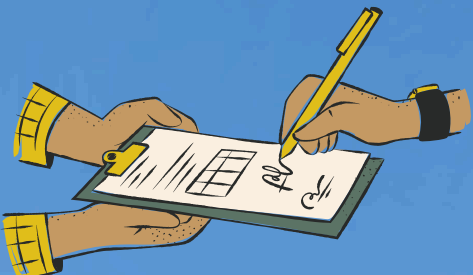
Please note : The Effective Date must be at least the date of the initial exchange of Confidential Information with the partner !



- **Name and information of the relevant Mayoly company.**

- **Authorized signatory for the Mayoly company.** : The signatory must be authorized to sign NDAs

- For French companies : only Mayoly Comex members are entitled to sign NDAs concerning their scope of responsibility
- For non-French companies : only the legal representative of the company is entitled to sign



- **Name and information of the other Party.** *(To be completed by the partner)*

Complete the information



- **Topic of discussions** : Complete with a clear and brief description of the Project/ subject of the discussions : this description must be not too specific or too broad

- **Period of Confidential Information Exchange**:

The period is initially planned for two years. Extend this period if necessary for the Project's implementation

= This period is the disclosure period (*during which the Parties exchange confidential information*)

≠ This period differs from the confidentiality period (*during which the confidential information must remain confidential = 10 years*)

- **Applicable Law and Jurisdiction** :

French law and the courts of Nanterre apply when the NDA is signed by a French Mayoly company.

Otherwise, specify the law/jurisdiction of the relevant Mayoly company's country





- Before to send the document to the Partner, please
- remove all comments and the yellow highlighting in the final version

**Send the document
to the Partner**

**In case of modification of the Mayoly
Template by the Partner**

**Send the document to the Legal Counsel for
review and verification**

**When the NDA is negotiated between the
Parties
= Signature**

**No modification of the
Mayoly Template**

Signature

Signature and Project follow-up



Signature of the document via YouSign / DocuSign or manually

Send the signed NDA to Sandrine Alves for archiving

If the Parties decide to continue their collaboration, it will be necessary to formalize an agreement



The NDA only protects confidential information, and does not cover the Project

The NDA requires both Parties to maintain the confidentiality and not disclose the information transmitted by the other Party
= Internal personnel of Mayoly undertakes to keep confidential this information



When you transmit/disclose confidential information make sure to include "CONFIDENTIAL" on the document/e-mail...