

NDA Action Checklist

Action Checklist — ClearLegalTips.com (2026)

1. Choose the Right NDA

☐ Decide unilateral (one-way) if only you are sharing, or mutual (two-way) if both sides share.

☐ Confirm you actually need an NDA — you are about to share information that would harm your business or privacy if public.

☐ Use each party's exact legal name from formation records (the LLC or corporation, not just the individual).

☐ If a person signs for an entity, name the entity as the Party and have them sign as an authorized representative.

☐ Enter each party's state of formation and full address.

☐ Write a specific, narrow Purpose ("evaluating a supply agreement for [PRODUCT]"), not "any business discussions."

☐ Define Confidential Information by category and specific item; delete categories that clearly do not apply.

☐ Confirm the standard exclusions are present (public info, prior knowledge, independent development, third-party receipt).

☐ Set the disclosure period (how long information is shared).

☐ Set the survival period: 2–3 years for employee/contractor, 3–5 years for partnerships, indefinite only for genuine trade secrets.

☐ Avoid an indefinite lock on ordinary business information — some states will not enforce it.

☐ Confirm the injunctive-relief / remedies clause is present (Section 8).

☐ For any worker (employee, contractor, or consultant) NDA, confirm the 18 U.S.C. §1833(b) whistleblower-immunity notice is present (Section 9).

☐ Choose the governing state and where disputes will be resolved (Section 11).

☐ California: do not use the NDA as a back-door non-compete; it cannot bar disclosure of unlawful acts (Silenced No More Act).

☐ New York: an NDA generally cannot conceal a discrimination or harassment claim unless the complainant prefers confidentiality.

☐ All states: an NDA cannot bar SEC whistleblower reports (Rule 21F-17) or override the federal Speak Out Act for sexual assault/harassment.

☐ Both parties sign and date; electronic signatures are valid.

☐ Each party keeps a copy; store the executed NDA securely.

[] For high-value agreements, consider notarization or attorney review.

INSTRUCTIONS FOR USE

Work top to bottom before sending the NDA for signature. The two items that trip people up most: naming the wrong party (use the exact legal entity) and omitting the §1833(b) immunity notice in a worker's NDA. This checklist is general information, not legal advice — consult a licensed attorney for high-stakes or specialized situations.