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Analysed: 13 Jan 2026 · 2 checks run

High

This NDA contains clauses that may create material IP and liability exposure. Review the highlighted areas and escalate any commercially important clauses for legal review.

Quick Summary

2 checks were run across the core NDA risk areas. Indicators highlight where potential issues were detected — they are not approvals.

RISK DISTRIBUTION

High		1
Medium		0
Low		1

FINDINGS BY CHECK

Ip Ownership Assignment

Duration Term

● Low

● Review

● High

Screening tool only — not legal advice. Use this report to decide what to accept, negotiate, or escalate.

DETAILED FINDINGS

Highlighted clauses and suggested amendments

The sections below describe the highest-priority items flagged by the screening checks. Each item references the clause text and, where appropriate, provides suggested alternative wording.

Duration Term

High

Two models identify this as a high-risk perpetual obligation (risk scores 90 and 95), while one model assesses it as moderate risk (risk score 50). The clause ties confidentiality duration to trade secret status, which can be indefinite. Given the conservative approach and the majority view of high risk, the risk is surfaced.

Reference: Section 4

Clause excerpt

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Analysis: The clause creates a potentially perpetual confidentiality obligation by tying duration to trade secret status, which may never end, and provides no fixed time limit.

Suggested alternative (example)

Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years thereafter, unless the parties agree in writing to extend or terminate the obligations earlier.

Ip Ownership Assignment

Low

The NDA contains no provisions that assign ownership of intellectual property, improvements, derivatives, or feedback to either party, nor does it include broad or perpetual licences or residuals clauses.

Disclaimer: This is automated screening, not legal advice. If any highlighted clause is commercially material, consider legal review. Use this report to decide what to accept, negotiate, or escalate.