

Here is a sample of a non-disclosure agreement before and after plain English editing

BEFORE

Non-Disclosure Agreement

1. The disclosure of confidential information is for the specific purpose of briefing the Receiving Party to work on an internal assignment for the Disclosing Party or for an assignment of a client of the Disclosing Party and to help in bringing it to fruition successfully.
2. It is hereby expressly stated that any, and all, information or Internal Products (for example PPT or a PDF file) provided in any form to the Receiving Party is deemed as confidential and will be treated in the manner directed by this agreement.
3. The Receiving Party will receive all information subject to the following conditions:
 - a. Receiving Party will take all proper and reasonable measures to ensure that the confidentiality of such information or Internal Product is maintained.
 - b. Receiving Party will not use the information or Internal Product for any commercial purpose.
 - c. Receiving Party will not disclose the information to or share the Internal Products with any third party.
 - d. Receiving Party will not disclose the information to or share the Internal Product with any other Associate, except to the extent necessary to fulfill the purposes set out above. And all other Associates, to who the Receiving Party will disclose, will be made aware of the confidential nature of the information, and the conditions of disclosure herein. Any such disclosure shall be with the explicit prior consent of the Disclosing Party
 - e. Receiving Party will not make any copy or abstract of the information or the Internal Product.
 - f. Receiving Party will acknowledge the source of, and will mark "Confidential", any drawing, document or software incorporating any confidential/proprietary information.
 - g. Receiving Party will immediately delete any Internal Products provided, after the purpose for which it is downloaded is fulfilled.
4. Under the terms of this Agreement there is no explicit or implied transfer of ownership to the Receiving Party of any material including drawings, documents or software, or the copyright subsisting in them. PROVIDED that the obligations herein undertaken will not apply to:

AFTER

Non-Disclosure Agreement

1. Confidential information is shared with you while on an assignment for us or for a client of ours. This is done solely to help you complete the project successfully.
2. All information (products or data in any form from the client or from us) is confidential and you will use it as stated in this agreement.
3. We are providing you with information under these conditions:
 - a. You will keep all information confidential.
 - b. You will not use the information for any commercial purpose.
 - c. You will not share the information with anyone.
 - d. You will not reveal the information to another writer or associate, unless this is necessary to complete an assignment. You must take our permission before sharing information with any other associate/writer. Such people must be made aware of the confidential nature of the information and the conditions under which it is revealed to them.
 - e. You will not copy or make abstracts of the information.
 - f. You will acknowledge the sources of and mark 'Confidential' any drawing, document or software that uses confidential or proprietary content.
 - g. You will delete any internal products shared by us immediately after completing the task for which they were provided.
4. According to this agreement there is no direct or suggested transfer of ownership or copyright to you of any material (including drawings, documents or software). This is with the understanding that your commitments will not apply to the following:
 - a. Information already in the public domain or which, after we share the information with you, becomes part of the public domain through no action taken by you, or
 - b. Information you can prove you had at the time we shared it, or which you independently developed and was not obtained (directly or indirectly) from us, or
 - c. Information made public at any time by us or by others with our permission, or
 - d. Information we received from others without similar restriction and which does not break this agreement.

- a. Information which at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain through no fault of the Receiving Party, or
 - b. Information which the Receiving Party can show was in its possession at the time of disclosure or which is independently developed by the Receiving Party and was not acquired directly or indirectly from the Disclosing Party, or
 - c. Information which is made public at any time by the Disclosing Party, or by others, with the permission of the Disclosing Party, or
 - d. Information, which is received by the Receiving Party from a third party without similar restriction and without breach of this Agreement.
5. The Receiving Party agrees that at all times, during the currency of this Agreement, and thereafter for a period of three (3) years, starting from the date of termination of this Agreement, not to communicate or to divulge to third parties confidential information received directly or indirectly from the Disclosing Party and/or its clients/customers.
 6. The Receiving Party will not communicate with the customer/client of the Disclosing Party for any other reason other than to complete the assigned project. All such communication shall be with the prior explicit consent of the Disclosing Party.
 7. The Receiving Party will not discuss any other future projects with the customer/client of the Disclosing Party and will not do any work for the customer or refer any others during the currency of this Agreement and for a period of three years from the date of termination of this Agreement.
 8. The Receiving Party shall always work in the best interest of the Disclosing Party. It is the responsibility of the Receiving Party to notify the Disclosing Party in the event of a present or future conflict of interest.
 9. This Agreement is to be construed and enforced in accordance with the Laws of India. This clause shall not prevent a party from seeking interim relief in any court of competent jurisdiction.

5. For the duration of this agreement and for three years from the termination date of this agreement, you will not reveal confidential information, received directly or indirectly from us or our clients, to anyone.
6. You will not communicate with our customer/client for any reason other than to complete the assignment. You will always take our permission before you communicate with the client.
7. For the duration of this agreement and for three years from the termination date of this agreement, you will not discuss any other future projects with our customer/client, do any work for them or refer others to them.
8. Your work will always be in our best interest. You will notify us in case of a conflict of interest in the present or future.
9. This agreement is in keeping with the laws of India. Either party can seek interim relief in any court of competent jurisdiction.