It is unlikely that one party could force the other to keep information confidential if it later enters or has already entered the public domain. The receiving party should take great care to maintain confidentiality e.g. as the Crown jewels, and should not discuss it openly later in a pub, or use a public e-mail or messaging service to repeat the information.

Agreements need to be signed in duplicate by both parties, best done on paper with a pen. Evidence of agreement by digital signatures is vague. The signatories for the parties need to have the power to enter the agreement. Sometimes signings are witnessed or notarised. Aside from operational issues, agreements need to be managed and reviewed in their own right and a record kept e.g. by a company secretary, of the original beside the original document. Due dates such as for expiry or review should be diaried. A regular management review should ensure that the executives working under the NDA are entirely clear about its nature and scope. Files containing confidential material should be clearly marked and the information passed in the recipient's organisation only on a need-to-know basis and only then to others who are known to be under a similar undertaking of confidentiality.

A breach of confidentiality is a very serious matter, potentially opening the breacher to a claim for financial damages in a civil action Unauthorised or premature public disclosure, even if claimed to be "accidental", could invalidate the patenting of an inventive class of products or processes or registration of a registrable design for a 3D article. In universities, academics must take the greatest case that confidential information that is the property of the university is not disclosed such as in learned articles, meetings or conferences, without written authorisation.

Great care must be taken by inventors in service not to discloo(ETlw547.3801-471(in)ro)-3(d)3(u)3(hio)-5(n)3( )

business is being considered. Topics to be covered include:

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