



Sample Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of [INSERT DATE], by and between:

Family

Name(s): [INSERT FAMILY NAME(S)]

Address: [INSERT ADDRESS]

Care Provider

Name(s): [INSERT CARE PROVIDER NAME]

Address: [INSERT ADDRESS]

Collectively referred to as the "Parties."

1. Purpose

The purpose of this Agreement is to ensure that all private family matters, in-house activities, photographs, videos, and any related personal or sensitive information (collectively, "Confidential Information") shared or observed by the Care Provider while providing child care services remain confidential and protected.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to:

- Personal details about family members, including their activities, habits, or relationships.
- Any conversations or information shared during the Care Provider's time in the home or during caretaking duties.
- Photographs or videos taken in the home or of family members, with or without consent.
- Information about the family's security systems, including the placement or use of nanny cams or other monitoring devices.

3. Confidentiality Obligations

The Care Provider agrees to:

1. Use the Confidential Information solely for the purpose of fulfilling child care duties.
2. Refrain from disclosing any Confidential Information to any third party without the express written consent of the Family.
3. Avoid taking photographs or videos of the family or their property without prior consent.
4. Not share photographs or videos, whether taken with consent or otherwise, on any personal or public social media platforms, blogs, or other forums.

4. Permitted Disclosures

The Care Provider may disclose Confidential Information only in the following circumstances:

1. If required by law or court order, provided the Family is notified in advance unless prohibited by law.
2. With the express prior written permission of the Family.

5. Nanny Cam Acknowledgment

The Care Provider acknowledges and agrees that the Family may utilize nanny cams or other surveillance devices in common areas of the home (e.g., living rooms, playrooms) to monitor child care activities. The use of such devices will not extend to private areas (e.g., bathrooms, bedrooms unless specified).

The Family agrees that:

1. The Care Provider will be informed if nanny cams are being used.
2. Footage will not be shared with unauthorized third parties without legal justification or prior permission from the Care Provider, unless such footage is necessary for investigating concerning conduct, a legal dispute, or safety issues.

6. Duration of Confidentiality Obligations

The confidentiality obligations set forth in this Agreement shall remain in effect:

1. During the Care Provider's period of engagement with the Family.
2. For a period of two (2) years following the termination of the Care Provider's services.

7. Consequences of Breach

The Care Provider understands that a breach of this Agreement may result in:

1. Immediate termination of the care services without notice.
2. Legal action taken by the Family, which may include seeking damages, injunctive relief, or other remedies available under law.

8. Return of Information

Upon termination of their services, the Care Provider agrees to return or permanently delete all photographs, videos, or other material containing Confidential Information obtained during the period of employment, if applicable.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof, superseding all prior discussions or agreements between the Parties. Any amendments must be made in writing and signed by both Parties.

10. Governing Law

This Agreement shall be governed and construed under the laws of the State of [INSERT STATE].

11. Acknowledgment of Understanding

The Parties confirm that they understand the terms of this Agreement and agree to be legally bound by them.

Family:

Signature: _____

Printed Name(s): _____

Date: _____

Care Provider:

Signature: _____

Printed Name(s): _____

Date: _____

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