

NDA release request letter

If you have signed an NDA for reasons other than the legitimate protection of intellectual property or personal data, and you now want to be released from it, we have prepared a template letter (including an optional 'Amendment') that you can adapt to request release. [If you use it, you may want to get the Amendment checked over by a lawyer familiar with the jurisdiction governing your NDA. We have proposed a comprehensive variation clause which aligns with the vision of the campaign. You should be prepared that the other party may want to make this clause (2.2 in the Amendment) more restrictive.]

Please be aware that there is no legal obligation for the other party to honour your request and that if you receive a reply at all, you may experience a negative, and even abusive, response. You should proceed only if you feel able to do so, ideally with the support of a trusted ally.

However, NDAs are designed to deprive you of your voice. Regardless of the response you may receive, refusing to stay silent can also be a very positive experience. We do know of organizations who have changed their policy and released people previously bound by NDAs – even if they had to be asked several times.

Exposing the misuse of NDAs by churches and Christian organisations is the best way to bring systemic change. If you use our template, we'd be delighted to hear how you got on. Please let us know through the contact page.

Dear _____

I am writing to request release from the non-disclosure agreement (NDA, or confidentiality agreement) that we both signed on _____ .
I also request release from any non-disparagement clauses.

My NDA Release Request (Amendment) is based on three main reasons:

1. There are growing concerns* about the use of NDAs for anything other than the protection of intellectual property or, exceptionally, the protection of personal data. Neither of these are legitimate reasons for using an NDA in my case.
2. NDAs have a proven consequence of permitting serial abusers to repeat criminal offending, harassment and abuse of power.
3. NDAs are inconsistent with Christian values and principles. For example, they rely on intimidation through the threat of legal action to enforce silence. Consequently, they are an obstacle for traumatized people to seek healing and make full reconciliation impossible.

I therefore attach a signed Amendment and request that you sign and return a copy. Our mutual agreement to release each other from this NDA will demonstrate our trust in God's promises to protect the Church and care for God's people.

Yours,

*The public is becoming more aware that NDAs are being misused in Christian organizations and churches. Visit www.ndafree.org for information about NDAs from a Christian perspective

Amendment of non-disclosure agreement/confidentiality agreement

- 1. This amendment (the "Amendment") is made by _____ and _____, parties to the settlement agreement (the "Agreement"), dated _____ a copy of which is attached as Schedule 1 to this Agreement.
- 2. The Agreement is amended as follows:
It has now been agreed by the parties that the confidentiality clauses in the Agreement should be amended. Consequently, the parties wish to amend the Agreement as set out in this Amendment with effect from the date of this Amendment.

Agreed terms

- 2.1 Terms defined in the agreement: In this Amendment, expressions defined in the Agreement and used in this Amendment have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Amendment.
- 2.2 Variation: With effect from the Amendment Date the parties agree to mutually release each other from:
 - a) all clauses relating to non-disclosure and confidentiality, except for the protection of intellectual property or, exceptionally, the protection of personal data;
 - b) any non-disparagement clauses.

- 3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

4. Governing law

This Amendment and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the original jurisdiction of the Settlement Agreement, which is _____ (name of the Country or State in which the Settlement Agreement took place).

5. Counterparts

- 5.1 This Amendment may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 5.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

By: _____
Printed Name: _____
Title: _____
Dated: _____

Witness: _____
Printed Name: _____
Title: _____
Dated: _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Witness: _____
Printed Name: _____
Title: _____
Dated: _____