

# Confidentiality Agreement for Strategic Alliances

This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_ [Date] \_\_\_\_ (the "Effective Date"), by and between:

- **Party A:** \_\_\_\_\_, with principal place of business at \_\_\_\_\_
- **Party B:** \_\_\_\_\_, with principal place of business at \_\_\_\_\_

Collectively referred to as the "Parties" for the purpose of exploring and pursuing a strategic alliance.

## 1. Definition of Confidential Information

"Confidential Information" means any non-public information, in any form, disclosed by either Party to the other, whether orally, in writing or otherwise, including but not limited to business plans, strategies, operations, financial data, technology, intellectual property, trade secrets, customers, and suppliers.

## 2. Obligations of Confidentiality

1. Each Party agrees to maintain the confidentiality of the Confidential Information and not to disclose it to any third party without prior written consent of the disclosing Party.
2. Each Party shall use the Confidential Information only for the purpose of evaluating or pursuing the proposed strategic alliance.
3. Each Party shall take reasonable measures to protect the confidentiality of the Confidential Information.

## 3. Exclusions

Confidential Information does not include information that:

- Was already known to the receiving Party before disclosure;
- Becomes publicly available without breach of this Agreement;
- Is received lawfully from a third party without restrictions;
- Is independently developed by the receiving Party without reference to the Confidential Information.

## 4. Term

This Agreement shall remain in effect for \_\_\_\_ [number] \_\_\_\_ years from the Effective Date, unless otherwise terminated by mutual written agreement.

## 5. Return or Destruction

Upon request from the disclosing Party, the receiving Party shall promptly return or destroy all copies of Confidential Information.

## 6. No License

Nothing in this Agreement grants any rights, by license or otherwise, in or to the Confidential Information except as expressly set forth herein.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_[Jurisdiction]\_\_\_\_\_.

## 8. Miscellaneous

This Agreement constitutes the entire understanding between the Parties concerning confidentiality with respect to the strategic alliance and supersedes all prior agreements. Any amendments must be in writing and signed by both Parties.

Party A:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Party B:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_