

# Non-Disclosure Agreement for Technology Partnership

This Non-Disclosure Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_ ("Effective Date"), by and between:

**Party A:** \_\_\_\_\_,  
Address: \_\_\_\_\_

**Party B:** \_\_\_\_\_,  
Address: \_\_\_\_\_

(Each, a "Party" and collectively, the "Parties")

## 1. PURPOSE

The Parties wish to explore a potential technology partnership and, in connection with this, may disclose or exchange certain confidential and proprietary information for evaluation purposes.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" refers to any data, information, or material, whether written, oral, or electronic, that is disclosed by one Party to the other, and is designated as confidential at the time of disclosure or should be reasonably understood to be confidential.

## 3. EXCLUSIONS

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement,
- Is already known to the recipient at the time of disclosure,
- Is received from a third party without breach of any obligation, or
- Is independently developed without use of or reference to the disclosing Party's Confidential Information.

## 4. OBLIGATIONS

- The recipient Party will use Confidential Information only for the Purpose stated above.
- The recipient will not disclose Confidential Information to any third party without prior written consent of the disclosing Party.
- The recipient will take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information.

## 5. TERM

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date. The obligation to protect Confidential Information remains in effect for \_\_\_\_\_ years after the termination of this Agreement.

## 6. RETURN OR DESTRUCTION

Upon written request, each Party will return or destroy all copies of Confidential Information in its possession.

## **7. NO LICENSE**

Nothing in this Agreement grants any license or right to use any Confidential Information except as expressly permitted herein.

## **8. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

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Signature (Party A)

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Date

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Signature (Party B)

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Date