

# Mutual Non-Disclosure Agreement (NDA)

## This Technology Consulting NDA ("Agreement")

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

- **Disclosing Party:** \_\_\_\_\_
- **Receiving Party:** \_\_\_\_\_

### 1. Definition of Confidential Information

"Confidential Information" refers to any data, materials, technology, specifications, drawings, business or technical information disclosed by either party, directly or indirectly, in writing, orally or by inspection of tangible objects.

### 2. Obligations of Receiving Party

- Protect and not disclose Confidential Information to third parties without prior written consent.
- Use Confidential Information solely for consulting, evaluation, or business discussions.
- Take reasonable steps to protect the secrecy of the Confidential Information.

### 3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement;
- Is already in the Receiving Party's possession at the time of disclosure;
- Is lawfully received from a third party without restriction on disclosure;
- Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

### 4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for \_\_\_\_\_ years from the Effective Date.

### 5. Return of Materials

Upon written request, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

### 6. No License

Nothing in this Agreement is intended to grant any rights under any patent, copyright, or other intellectual property rights.

### 7. Governing Law

This Agreement shall be governed in accordance with the laws of \_\_\_\_\_.

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Disclosing Party

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

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Receiving Party

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