

Intellectual Property Licensing Confidentiality Agreement

This Intellectual Property Licensing Confidentiality Agreement (â€œAgreementâ€) is entered into as of _____ (â€œEffective Dateâ€), by and between:

- Licensor: _____
- Licensee: _____

Licensor and Licensee may be referred to herein individually as a â€œPartyâ€ or collectively as the â€œParties.â€

1. Definition of Confidential Information

For the purpose of this Agreement, â€œConfidential Informationâ€ means any data, materials, inventions, know-how, documentation, or other information disclosed by one Party (â€œDiscloserâ€) to the other (â€œRecipientâ€), whether oral or written, that relates to the intellectual property licensed, including but not limited to inventions, processes, business plans, and proprietary data.

2. Obligations of Confidentiality

Recipient shall:

- Use the Confidential Information solely for the evaluation and performance of the Licensing Agreement between the Parties;
- Not disclose Confidential Information to any third party without the prior written consent of the Discloser; and
- Take reasonable measures to protect the confidentiality of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of Recipient;
- Is already in the Recipientâ€™s possession without obligation of confidentiality;
- Is lawfully disclosed by a third party without restriction;
- Is independently developed by Recipient without reference to the Confidential Information.

4. Term

This Agreement shall remain in effect for a period of _____ years from the Effective Date or until terminated by mutual written agreement.

5. Return or Destruction

Upon written request by Discloser, Recipient shall promptly return or destroy all Confidential Information and materials in its possession.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

7. Miscellaneous

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representations, and understandings.

Licensor:

Date: _____

Licensee:

Date: _____