

Joint Venture Confidentiality Agreement for Intellectual Assets

This Joint Venture Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between:

Party A: [Full Legal Name of Party A], whose principal place of business is at [Address of Party A],
and

Party B: [Full Legal Name of Party B], whose principal place of business is at [Address of Party B].

1. Purpose

The Parties wish to explore a joint venture and, in connection therewith, may disclose to each other certain confidential and proprietary information relating to intellectual assets ("Confidential Information").

2. Definition of Confidential Information

"Confidential Information" means all information relating to the intellectual assets, inventions, trade secrets, business plans, research, technology, designs, processes, software, or other data, disclosed by either party, whether oral, written, or electronic.

3. Obligation of Confidentiality

- Each party shall use Confidential Information solely for the purpose of evaluating or pursuing a joint venture.
- Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party.
- Each party shall protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information.

4. Exclusions

- Information that was publicly known at the time of disclosure.
- Information that becomes publicly known through no fault of the receiving party.
- Information that is rightfully received from a third party without restriction.
- Information independently developed by the receiving party.

5. Term

This Agreement shall commence on the Effective Date and shall continue for a period of [number] years, unless earlier terminated by mutual written agreement.

6. Return or Destruction of Information

Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information received from the other party.

7. No License

Nothing in this Agreement shall be construed as granting any license or right to use any intellectual property disclosed by either party.

8. Governing Law

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

9. Signatures

Authorized Signature (Party A)

Print Name & Title

Date

Authorized Signature (Party B)

Print Name & Title

Date