

# Research and Development Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_ by and between:

**Disclosing Party:** \_\_\_\_\_

**Receiving Party:** \_\_\_\_\_

The parties desire to engage in discussions and activities related to research and development, which may require the disclosure of confidential information. The parties hereby agree as follows:

## 1. Definition of Confidential Information

"Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. This includes, but is not limited to, technical information, prototypes, data, research, processes, know-how, trade secrets, and business information.

## 2. Obligations of Receiving Party

- Maintain all Confidential Information in strict confidence.
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purposes of research and development discussions and activities between the parties.
- Take all reasonable measures to protect confidentiality, at least equivalent to those taken to protect its own confidential information.

## 3. Exclusions

The obligations set forth herein shall not apply to information which:

1. Was already in the possession of the Receiving Party before disclosure by the Disclosing Party;
2. Is or becomes publicly available through no fault of the Receiving Party;
3. Is lawfully obtained from a third party without breach of this Agreement;
4. Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

## 4. Term

This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ years or until terminated by either party with thirty (30) days written notice. The obligation to maintain confidentiality of Confidential Information disclosed during the term shall survive for a period of \_\_\_\_\_ years after termination.

## 5. Return of Materials

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

## **6. No License**

Nothing in this Agreement grants any rights or licenses under any intellectual property rights of the Disclosing Party.

## **7. Governing Law**

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

## **8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding confidentiality of disclosed information and supersedes all prior understandings.

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Disclosing Party

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

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

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Receiving Party

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

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