

# Intellectual Property Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made as of the Effective Date described below, by and between:

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

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

Collectively referred to as the "Parties".

## 1. Purpose

The Parties wish to engage in discussions and potential research and development activities involving the exchange of confidential and proprietary information, particularly relating to intellectual property and innovation ("Purpose").

## 2. Definition of Confidential Information

"Confidential Information" means any non-public, confidential, or proprietary information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or any other form, including but not limited to technical data, inventions, know-how, materials, business plans, and research results.

## 3. Obligations of Receiving Party

- Use the Confidential Information solely for the Purpose.
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Take reasonable measures to protect the confidentiality, at least as stringent as the measures taken to protect its own confidential information.
- Restrict access to Confidential Information to its employees, agents, or contractors on a need-to-know basis.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Is rightfully received from a third party without restriction;
- Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information;
- Is approved for release by written authorization of the Disclosing Party.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date, unless terminated earlier by mutual written agreement.

## 6. Return or Destruction

Upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies thereof.

## 7. No License

No license to use, develop, or commercialize any intellectual property is granted by this Agreement, except for the

Purpose described herein.

8. Governing Law

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

Disclosing Party:

\_\_\_\_\_

Signature    Date: \_\_\_\_\_

Receiving Party:

\_\_\_\_\_

Signature    Date: \_\_\_\_\_

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