

# Intellectual Property Non-Disclosure and Non-Use Agreement

This Intellectual Property Non-Disclosure and Non-Use Agreement ("Agreement") is made as of \_\_\_\_\_ ("Effective Date") by and between:

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

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

## 1. Definition of Confidential Information

"Confidential Information" means all proprietary, technical, business, and intellectual property information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, graphic, or electronic, including but not limited to inventions, processes, methods, designs, trade secrets, ideas, and related documentation.

## 2. Obligations of Receiving Party

- To hold and maintain all Confidential Information in strict confidence;
- Not to disclose Confidential Information to any third party without prior written consent;
- Not to use Confidential Information for any purpose other than as authorized by the Disclosing Party;
- To restrict disclosure of Confidential Information to employees or agents only on a need-to-know basis, subject to similar confidentiality obligations.

## 3. Exclusions

The obligations above do not apply to information which:

- Is or becomes publicly available through no breach of this Agreement;
- Is lawfully received from a third party without restriction;
- Is independently developed by the Receiving Party without reference to the Confidential Information;
- Is required to be disclosed by law, provided that prompt notice is given to the Disclosing Party.

## 4. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of \_\_\_\_\_ [number] years, or until Confidential Information no longer qualifies for protection.

## 5. Return or Destruction

Upon termination of this Agreement or upon request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession.

## **6. No License**

Nothing in this Agreement shall be construed as granting any license or rights to the Receiving Party, by implication or otherwise, under any intellectual property owned by the Disclosing Party.

## **7. Governing Law**

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

## **8. Entire Agreement**

This Agreement contains the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral, respecting the subject matter hereof.

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Disclosing Party Signature Date: \_\_\_\_\_

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

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Receiving Party Signature Date: \_\_\_\_\_

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