

# Multi-Party Non-Disclosure Agreement for Intellectual Property Collaboration

This Multi-Party Non-Disclosure Agreement ("Agreement") is entered into as of [Date] ("Effective Date"), by and among the following parties (hereinafter collectively referred to as "Parties" and individually as a "Party"):

- [Party 1 Name and Address]
- [Party 2 Name and Address]
- [Party 3 Name and Address]
- [Add additional Parties as needed]

## 1. Purpose

The Parties wish to explore a potential business relationship and possible collaboration regarding [Project/Collaboration Name/Description] which may require each Party to disclose to other Parties certain confidential and proprietary information relating to intellectual property.

## 2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or confidential data or information (written, oral, visual, or in any other form) disclosed by one Party to another Party in connection with the Purpose that is designated as confidential, or that should reasonably be understood as confidential, including but not limited to intellectual property, technical information, designs, know-how, prototypes, trade secrets, business plans, and strategies.

## 3. Obligations of Confidentiality

- Each Party will maintain all Confidential Information in strict confidence and will not disclose it to any third party except as permitted by this Agreement.
- Each Party will use the Confidential Information solely for the Purpose stated above.
- Each Party will take reasonable measures to protect the confidentiality of the Confidential Information, at least as stringent as those it uses for its own confidential information.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes public domain other than through breach of this Agreement;
- Was already lawfully known to the receiving Party before disclosure;
- Is lawfully received from a third party without any restriction;
- Is independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information.

## 5. Term and Return of Materials

This Agreement is effective as of the Effective Date and will remain in force for a period of [X] years. Upon written request, each Party shall promptly return or destroy all Confidential Information received from other Parties, except as

required by law.

## 6. No License

Nothing in this Agreement shall be construed as granting any license or right to use any intellectual property or Confidential Information of any Party except as expressly set forth herein.

## 7. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [Jurisdiction]. Any disputes arising hereunder shall be resolved through good faith negotiations; if unresolved, such dispute may be submitted to mediation or arbitration as agreed by the Parties.

## 8. General Provisions

- This Agreement constitutes the entire understanding among the Parties regarding its subject matter and supersedes all prior agreements.
- No amendment shall be valid unless in writing and signed by all Parties.
- If any provision is held to be invalid, the remainder shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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[Party 1 Name and Title]

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[Party 2 Name and Title]

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[Party 3 Name and Title]

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[Additional Party Name and Title]