

# Mutual Non-Disclosure Agreement (Intellectual Property)

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

**Party A:** \_\_\_\_\_

Address: \_\_\_\_\_

and

**Party B:** \_\_\_\_\_

Address: \_\_\_\_\_

Party A and Party B may each be referred to herein as a "Party" and collectively as the "Parties."

## 1. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by either Party to the other, whether oral, written, graphic, or electronic, including, without limitation, technical information, trade secrets, inventions, know-how, processes, drawings, prototypes, software, and intellectual property relating to current or future projects.

## 2. Obligations of the Parties

- Each Party shall use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship regarding intellectual property.
- Each Party shall restrict disclosure of the Confidential Information to its employees, agents, or representatives who need to know such information and shall not disclose it to any third party without prior written consent of the disclosing Party.
- Each Party agrees to protect the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential material, but no less than reasonable care.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is received from a third party lawfully; (c) is independently developed by the receiving Party without use of Confidential Information; or (d) is required to be disclosed by law or court order.

## 4. Term

This Agreement shall commence on the Effective Date and remain in effect for two (2) years, unless terminated earlier in writing by either Party. The obligation to maintain confidentiality survives for three (3) years after the termination of this Agreement.

## 5. No License or Obligation

Nothing in this Agreement grants any rights, express or implied, under any patent, copyright, or other intellectual property right, nor shall this Agreement obligate either Party to proceed with any proposed transaction.

## 6. Return of Materials

Upon written request, each Party will return or destroy all copies of the other Party's Confidential Information.

## 7. Governing Law

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

\_\_\_\_\_.

## 8. Miscellaneous

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements regarding this subject matter. Any amendments must be in writing and signed by both Parties.

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Signature (Party A)

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

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

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

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Signature (Party B)

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

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

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