

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (â€œAgreementâ€) is made and entered into as of \_\_\_\_\_  
(â€œEffective Dateâ€) by and between:

**Discloser:** \_\_\_\_\_

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

**Recipient:** \_\_\_\_\_

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

## 1. Purpose

The Discloser intends to disclose certain confidential and proprietary information regarding an invention (the â€œInventionâ€) for the purpose of enabling evaluation of the Inventionâ€™s commercialization or related business opportunities (â€œPurposeâ€).

## 2. Definition of Confidential Information

â€œConfidential Informationâ€ means any non-public information, including but not limited to data, drawings, designs, processes, business plans, prototypes, and any other technical, scientific, or business information related to the Invention disclosed by the Discloser to the Recipient.

## 3. Obligations of Recipient

- To hold and maintain the Confidential Information in strict confidence.
- Not to disclose Confidential Information to any third party without prior written consent of Discloser.
- Not to use the Confidential Information for any purpose other than the Purpose stated above.
- To take reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information.

## 4. Exclusions

The obligations herein shall not apply to any information which:

- Is or becomes publicly available without breach of this Agreement;
- Was in Recipient's possession prior to receipt from Discloser;
- Is received lawfully from a third party without restriction;
- Is independently developed without use of or reference to the Confidential Information.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_ years from the Effective Date.

## 6. Return of Materials

Upon request, Recipient shall promptly return or destroy all materials containing Confidential Information.

## 7. No License

No license under any patent, copyright, or other intellectual property right is granted or implied by this Agreement.

## 8. Governing Law

This Agreement shall be governed by the laws of the State of \_\_\_\_\_, without regard to conflict of law principles.

## IN WITNESS WHEREOF

The parties hereto have executed this Agreement as of the Effective Date.

Discloser:

Signature: \_\_\_\_\_

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

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

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

Recipient:

Signature: \_\_\_\_\_

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

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

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