

# One-Way Confidential Disclosure Agreement

This Confidential Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between:

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

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

## 1. Definition of Confidential Information

"Confidential Information" means any and all information disclosed by Disclosing Party to Receiving Party, whether in written, oral, electronic, or other tangible form, that is identified as confidential or that reasonably should be understood as confidential, including but not limited to trade secrets, inventions, technical data, know-how, designs, business and marketing plans, and other proprietary information related to intellectual property ("IP").

## 2. Obligations of Receiving Party

- To use the Confidential Information solely for the purpose of \_\_\_\_\_.
- To maintain the confidentiality of the Confidential Information and not disclose it to any third party except as authorized in writing by Disclosing Party.
- To take all reasonable measures to protect the confidentiality of the Confidential Information at least as great as those it takes to protect its own confidential information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available other than through breach of this Agreement;
- Was already lawfully in Receiving Party's possession before disclosure;
- Is received lawfully from a third party without restriction; or
- Is independently developed by Receiving Party without use of Disclosing Party's Confidential Information.

## 4. Required Disclosure

If Receiving Party is required by law to disclose any Confidential Information, it shall provide Disclosing Party with prompt notice to seek protective measures.

## 5. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of \_\_\_\_\_ years. The obligation to protect Confidential Information survives termination for \_\_\_\_\_ years.

## 6. No License

No license or other rights to use any Confidential Information or intellectual property are granted by this Agreement.

## 7. Return or Destruction

Upon written request, all documents and materials containing Confidential Information shall be promptly returned or destroyed.

## **8. Governing Law**

This Agreement shall be governed by the laws of \_\_\_\_\_.

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Disclosing Party

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

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

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

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Receiving Party

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

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

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