

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made as of _____, by and between:

Disclosing Party: _____

Receiving Party: _____

1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary or confidential information disclosed by the Disclosing Party to the Receiving Party in connection with discussions, developments, or evaluations regarding the Disclosing Party's technology, business, products, intellectual property, or other sensitive information in any form (written, oral, electronic, or otherwise).

2. Obligations of Receiving Party

- To maintain confidentiality of the Confidential Information with at least the same degree of care as it uses for its own confidential information.
- Not to disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
- To use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship with the Disclosing Party.
- To restrict access to Confidential Information only to its employees, agents, or contractors on a need-to-know basis, and who are bound by confidentiality obligations at least as protective as those in this Agreement.

3. Exclusions

Confidential Information does not include information that:

- (a) Was publicly known at the time of disclosure;
- (b) Becomes publicly known through no fault of the Receiving Party;
- (c) Is lawfully received on a non-confidential basis from a third party; or
- (d) Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

4. Term

The obligations in this Agreement shall remain in effect for _____ years from the date of disclosure of the Confidential Information, or until such time as all Confidential Information becomes publicly known through no fault of the Receiving Party.

5. Return or Destruction

Upon the Disclosing Party's written request, the Receiving Party shall return or destroy all Confidential Information and certify such destruction in writing.

6. No License

No license or ownership, by implication or otherwise, of any intellectual property right is granted under this Agreement.

7. Governing Law

This Agreement is governed by the laws of the State of _____ without regard to conflict of law principles.

8. Miscellaneous

- This Agreement constitutes the entire agreement between the parties regarding its subject matter.
- Any amendments must be in writing and signed by both parties.
- If any part of this Agreement is found unenforceable, the remainder will remain in effect.

Disclosing Party Name & Title

Date: _____

Receiving Party Name & Title

Date: _____