

# Unilateral Non-Disclosure Agreement (Intellectual Property Protection)

This Unilateral Non-Disclosure Agreement ("Agreement") is made and entered into as of

\_\_\_\_\_ ("Effective Date"), by  
and between:

\_\_\_\_\_

**Disclosing Party:**

\_\_\_\_\_

**Receiving Party:**

Collectively referred to as the "Parties."

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, digital, or in any other form, including but not limited to: inventions, business methods, intellectual property, software, technical data, know-how, processes, designs, prototypes, and any other information explicitly marked or understood to be confidential.

## 2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party without prior written consent from the Disclosing Party.
- Use Confidential Information solely for evaluation or purposes directly related to \_\_\_\_\_.
- Exercise reasonable care in protecting the confidentiality of the Confidential Information, at least the same degree of care as it uses to protect its own confidential information.

## 3. Exclusions

The obligations herein do not apply to information that:

- Is or becomes publicly available through no breach of this Agreement;
- Is already in the possession of the Receiving Party without obligation of confidentiality;
- Is independently developed by the Receiving Party without reference to the Confidential Information;
- Is required to be disclosed by law or court order.

## 4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for

\_\_\_\_\_ years from the Effective Date.

## 5. Return or Destruction of Materials

Upon request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

## 6. No License

No rights or licenses to trademarks, inventions, copyrights, or other intellectual property are implied or granted under this Agreement.

## 7. General Provisions

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- This Agreement shall be governed by the laws of \_\_\_\_\_.
  - Any amendments to this Agreement must be made in writing and signed by both Parties.
  - If any provision of this Agreement is deemed invalid, the remaining provisions will continue in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.**

Disclosing Party:

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Name & Title:

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Date:

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Receiving Party:

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Name & Title:

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Date:

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