

Confidential Disclosure Agreement (Product Development Teams)

This Confidential Disclosure Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date") by and between:

Disclosing Party: _____

Receiving Party: _____

1. Definition of Confidential Information

"Confidential Information" means any information or materials disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, visual, or any other form, that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to product designs, prototypes, plans, technical data, software, business strategies, and other non-public information.

2. Obligations of Receiving Party

1. The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating and participating in product development projects with the Disclosing Party.
2. The Receiving Party shall restrict disclosure of Confidential Information to employees, agents, or contractors as necessary and shall ensure they are bound by confidentiality obligations at least as restrictive as those herein.
3. The Receiving Party shall exercise reasonable care to protect the confidentiality of the Confidential Information and prevent any unauthorized use or disclosure.

3. Exclusions

The obligations herein shall not apply to any information that:

- a. Is or becomes publicly known through no breach of this Agreement;
- b. Is received lawfully from a third party not bound by confidentiality;
- c. Is independently developed without use of or reference to the Confidential Information;
- d. Is disclosed pursuant to legal requirement, provided that prompt notice is given to the Disclosing Party.

4. Term

This Agreement shall commence on the Effective Date and continue for a period of _____ years, unless terminated earlier by mutual written agreement. The obligations respecting Confidential Information shall survive termination for a period of _____ years.

5. No License

Nothing herein shall be construed as granting any license or other rights to the Receiving Party under any patent, trademark, copyright, or other intellectual property of the Disclosing Party.

6. Return or Destruction

Upon request or termination, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction if requested.

7. Miscellaneous

- 1. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions.
- 2. No modification or waiver of this Agreement shall be effective unless in writing and signed by both parties.
- 3. This Agreement shall be governed by the laws of _____.

Disclosing Party:

Name:

Title:

Signature:

Date: _____

Receiving Party:

Name:

Title:

Signature:

Date: _____