

Unilateral Non-Disclosure Agreement (NDA)

Date: _____

This Non-Disclosure Agreement ("Agreement") is entered into as of the date written above, by and between:

Discloser: _____

Address: _____

Recipient: _____

Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by Discloser to Recipient that is identified as confidential or that reasonably should be understood to be confidential, including but not limited to information related to inventions, intellectual property, business plans, technology, research, development, products, and trade secrets.

2. Obligations of Recipient

- To maintain the confidentiality of the Confidential Information and not disclose it to any third party without Discloser's prior written consent.
- To use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship with the Discloser.
- To take reasonable precautions to protect the Confidential Information (at least as protective as those taken for their own confidential information).

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of Recipient;
- Is lawfully received from a third party without breach of this Agreement;
- Was already known to Recipient without restriction at the time of disclosure;
- Is independently developed by Recipient without use of or reference to Discloser's Confidential Information.

4. Term

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

5. Return of Materials

Upon Discloser's request, Recipient will promptly return or destroy all Confidential Information and any copies thereof.

6. No License

Nothing in this Agreement grants Recipient any rights in or to the Confidential Information except as expressly set forth herein.

7. Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions. Any amendments must be in writing and signed by both parties.

This Agreement shall be governed by the laws of _____.

Discloser

Name: _____

Title: _____

Date: _____

Recipient

Name: _____

Title: _____

Date: _____