

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

1. Definition of Confidential Information

"Confidential Information" refers to all non-public, proprietary, or confidential data, whether oral, written, electronic, or other form, disclosed by either party to the other, whether before or after the Effective Date.

2. Obligations

Both parties agree to:

- Maintain Confidential Information in strict confidence.
- Not disclose Confidential Information to any third party without prior written authorization.
- Not use Confidential Information except as required for the purpose of _____.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Was lawfully known by the receiving party before disclosure;
- Is received from a third party without restriction;
- Is independently developed without use of the Confidential Information.

4. Term

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

5. Return of Materials

Upon request, the receiving party shall return or destroy all materials containing Confidential Information.

6. No License

Nothing in this Agreement shall be construed as granting any license or right to the other party's intellectual property.

7. Governing Law

This Agreement shall be governed by the laws of the State of _____, without regard to its conflict of law principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior discussions or agreements.

Party A:

Name & Title

Date: _____

Party B:

Name & Title

Date: _____