

# Non-Disclosure Agreement (NDA) for Partnerships

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the \_\_\_\_/\_\_\_\_/\_\_\_\_  
("Effective Date") by and between:

- **Party A:** \_\_\_\_\_
- **Party B:** \_\_\_\_\_

Individually referred to as "Party" and collectively as "Parties".

## 1. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or confidential information, whether oral, written, digital, or otherwise, disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with their partnership discussions or activities.

## 2. Obligations

- The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party without prior written consent of the Disclosing Party.
- The Receiving Party shall use Confidential Information solely for the purpose of evaluating or carrying out a partnership between the Parties.
- The Receiving Party shall take all reasonable steps to prevent unauthorized disclosure of Confidential Information.

## 3. Exclusions

1. Information that is or becomes publicly available without breach of this Agreement.
2. Information already in the Receiving Party's possession prior to disclosure.
3. Information obtained lawfully from a third party not bound by confidentiality.
4. Information required to be disclosed by law or court order (with prompt notice to the Disclosing Party where permissible).

## 4. Term

This Agreement shall remain in effect for \_\_\_\_\_ years from the Effective Date or until the Confidential Information ceases to be confidential under Section 3, whichever occurs first.

## 5. Return or Destruction

Upon written request, the Receiving Party agrees to return or destroy all Confidential Information and certify the same to the Disclosing Party.

## 6. No License

No rights or licenses are granted under this Agreement except for the limited purpose described herein.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## 8. Signatures

\_\_\_\_\_  
Party A Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Party B Signature

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Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_