

General Confidentiality Contract Framework

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

- **Disclosing Party:** _____
- **Receiving Party:** _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility, provided by the Disclosing Party and designated as confidential or which, given the nature of the information or circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information.
- Take reasonable steps to protect the Confidential Information from unauthorized disclosure or use.
- Use the Confidential Information solely for the purpose specified by the Disclosing Party.
- Not disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement;
- Is already known to the Receiving Party at the time of disclosure;
- Is lawfully received from a third party without restriction;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

4. Term

This Agreement is effective from the Effective Date and will continue for a period of _____ years, unless terminated by either party with written notice.

5. Return or Destruction of Information

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

6. Miscellaneous

- This Agreement does not create any agency or partnership relationship.
- All amendments must be in writing and signed by both parties.
- This Agreement is governed by the laws of _____.

Disclosing Party

Date: ____

Receiving Party

Date: ____