

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into as of the _____ day of _____, 20____ ("Effective Date") by and between:

Party 1 Name: _____
Address: _____

Party 2 Name: _____
Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by either party to the other, that is not generally known to the public and which the receiving party understands is proprietary.

2. Obligations of Confidentiality

Each party agrees to maintain all Confidential Information in strict confidence and not to disclose it to any third party or use it for any purpose except as expressly permitted under this Agreement.

3. Exclusions

This Agreement imposes no obligation upon a party with respect to information that: (a) was in the party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by the recipient.

4. Term

This Agreement and the parties' duty to hold Confidential Information in confidence shall remain in effect for a period of _____ years from the Effective Date.

5. Return of Materials

Upon request, each party shall promptly return or destroy all documents and materials containing Confidential Information of the other party.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of

7. Entire Agreement

This document contains the entire agreement of the parties regarding confidentiality matters, and supersedes all prior agreements and understandings.

Party 1 Name/Signature
Date:

Party 2 Name/Signature
Date:

