

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 20_____

("Effective Date")
by and between _____ ("Disclosing Party")
and _____ ("Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information or material which is proprietary to the Disclosing Party, whether disclosed orally or in writing, that is not generally known other than by the Disclosing Party.

2. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party, except as required by law.

3. Exclusions

Confidential Information shall not include information which: (a) is or becomes publicly available; (b) is received from a third party without breach of any obligation; (c) is independently developed by the Receiving Party.

4. Term

This Agreement and the obligations herein shall remain in effect for _____ years from the Effective Date.

5. Return of Materials

Upon request, the Receiving Party shall promptly return all copies of Confidential Information to the Disclosing Party.

6. No License

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patents or copyrights of the Disclosing Party.

7. Governing Law

This Agreement shall be governed by the laws of _____.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

Disclosing Party:

Date: _____

Receiving Party:

Date: _____