

Proprietary Information Agreement

This Proprietary Information Agreement (the "Agreement") is made and entered into as of [Date] by and between:

- [Disclosing Party Name], located at [Disclosing Party Address] ("Disclosing Party")
- [Receiving Party Name], located at [Receiving Party Address] ("Receiving Party")

1. Definition of Proprietary Information

"Proprietary Information" means any non-public, confidential, or proprietary information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects.

2. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Proprietary Information in strictest confidence and shall not disclose such information to any third party or use it for any purpose other than as permitted by this Agreement.

3. Exclusions

This Agreement imposes no obligation upon the Receiving Party with respect to information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without use of or reference to the Proprietary Information.

4. Term

This Agreement shall remain in effect for a period of [Term, e.g., two (2) years] from the date above, unless terminated earlier by mutual written agreement of the parties.

5. Return of Materials

Upon request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all materials containing Proprietary Information.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

7. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior agreements and understandings.

Date: _____

Receiving Party
[Name & Title]

Date: _____