

# **Business Collaboration**

## **Non-Disclosure Agreement (NDA) Template**

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

**Party A:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Party B:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Collectively referred to as the "Parties".

### **1. Definition of Confidential Information**

"Confidential Information" means any and all technical and non-technical information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as confidential or that reasonably should be understood to be confidential.

### **2. Obligations of Receiving Party**

- To maintain the confidentiality of the Confidential Information;
- Not to use the Confidential Information for any purpose other than the business collaboration;
- Not to disclose Confidential Information to any third party without prior written consent of the Disclosing Party.

### **3. Exclusions**

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is rightfully received by the Receiving Party from a third party without restriction;
- Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information;
- Is required by law to be disclosed.

### **4. Term**

The obligations of this Agreement shall commence on the Effective Date and survive for \_\_\_\_\_ years after termination or completion of the business collaboration.

### **5. Return or Destruction of Materials**

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies and extracts.

## **6. Governing Law**

This Agreement shall be governed by the laws of \_\_\_\_\_.

## **7. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties related to the subject matter herein and supersedes all prior agreements, understandings, or representations.

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Signature (Party A)

Date: \_\_\_\_\_

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Signature (Party B)

Date: \_\_\_\_\_