

Mutual Non-Disclosure Agreement (NDA) For Strategic Alliances

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____, by and between:

- **Party A:** _____, with principal offices at _____
- **Party B:** _____, with principal offices at _____

1. Purpose

The parties wish to explore a potential strategic alliance (the "Purpose") and may disclose to each other certain confidential and proprietary information.

2. Definition of Confidential Information

“Confidential Information” means any information disclosed by either party to the other, in writing, orally, or otherwise, that is designated as confidential or that reasonably should be understood to be confidential.

3. Obligations

- To use Confidential Information solely for the Purpose stated herein.
- Not to disclose any Confidential Information to third parties without prior written consent of the disclosing party.
- To take reasonable measures to protect the confidentiality of the information.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving party;
- Is already known to the receiving party without obligation of confidentiality;
- Is lawfully disclosed by a third party without restriction;
- Is independently developed by the receiving party.

5. Term

This Agreement shall remain in effect for _____ years from the effective date. The parties' duty to hold Confidential Information in confidence shall survive termination of this Agreement.

6. Return of Materials

Upon written request, the receiving party shall promptly return or destroy all Confidential Information.

7. No License

Nothing in this Agreement shall be construed as granting any rights to the receiving party under any patent, copyright, trade secret, or other intellectual property right.

8. General

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of _____.

Authorized Signature (Party A)

Authorized Signature (Party B)

Name & Title

Name & Title

Date

Date