

# Mutual Non-Disclosure Agreement (NDA)

## For Strategic Alliances

This Mutual Non-Disclosure Agreement (â€œAgreementâ€) 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 â€œPurposeâ€) and may disclose to each other certain confidential and proprietary information.

### 2. Definition of Confidential Information

â€œConfidential Informationâ€ 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 partiesâ€™ 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 \_\_\_\_\_.

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Authorized Signature (Party A)

Authorized Signature (Party B)

Name & Title

Name & Title

Date

Date