

Joint Partnership Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of _____, by and between:

Party A: _____

Party B: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by either party to the other that is not generally known to the public and that the receiving party understands is proprietary.

2. Obligations of Confidentiality

Each party agrees to maintain all Confidential Information received from the other party in strict confidence and to not disclose such information to any third party nor use it for any purpose other than as agreed upon in the partnership.

3. Exclusions

Confidential Information does not include information that:

- Was already known by the receiving party prior to disclosure;
- Is or becomes publicly available without breach of this Agreement;
- Is received from a third party without breach of any obligation;
- Is independently developed by the receiving party.

4. Term

This Agreement and the obligations of confidentiality shall remain in effect for a period of _____ years from the date of execution.

5. Return of Materials

Upon termination of this Agreement, each party shall promptly return or destroy all materials containing Confidential Information of the other party.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.

Party A:

Name: _____

Date: _____

Party B:

Name: _____

Date: _____