

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20____, by and between _____ and _____ (collectively the "Parties"), in connection with their discussions regarding a potential joint venture.

1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information or data disclosed by either Party to the other, whether oral, written, or in any other form, including business plans, financials, trade secrets, and technology, but excludes information that:

- Is or becomes publicly available through no fault of the receiving Party;
- Is already in possession of the receiving Party without restriction;
- Is received from a third party lawfully;
- Is independently developed by the receiving Party.

2. Non-Disclosure

Each Party shall keep Confidential Information strictly confidential and shall not disclose it to any third party, except to its employees or advisors on a need-to-know basis, and only if they agree to be bound by terms at least as protective as this Agreement.

3. Use of Confidential Information

The receiving Party agrees to use Confidential Information solely for the purpose of evaluating or pursuing a joint venture between the Parties.

4. Term

This Agreement will remain in effect for a period of _____ years from the date first written above.

5. Return or Destruction

Upon written request, each Party shall promptly return or destroy all copies of Confidential Information received from the other Party.

6. No License

No rights or licenses under any patent, copyright, or trade secret are granted or implied by disclosure of Confidential Information.

7. Governing Law

This Agreement shall be governed by the laws of _____.

8. Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior discussions relating to Confidential Information.

[Party 1 Name/Signature]

Date: _____

[Party 2 Name/Signature]

Date: _____