

Confidentiality Agreement Sample for Strategic Alliances

This Confidentiality Agreement ("Agreement") is entered into as of [Date], by and between:

- **[Disclosing Party Name]**, with its principal place of business at [Address] ("Disclosing Party"); and
- **[Receiving Party Name]**, with its principal place of business at [Address] ("Receiving Party").

1. Purpose

The parties wish to explore a possible strategic alliance (the "Purpose"), during which each may disclose to the other certain confidential or proprietary information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, confidential or proprietary information, whether oral, written, or in electronic form, that is disclosed by either party to the other for the Purpose.

3. Obligations

1. The Receiving Party shall use Confidential Information solely for the Purpose.
2. The Receiving Party shall restrict disclosure to only those of its employees, agents, or contractors who need to know such information for the Purpose and are bound by obligations of confidentiality.
3. The Receiving Party shall use at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but no less than a reasonable degree of care.

4. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- Is or becomes publicly available without breach of this Agreement;
- Was known by the Receiving Party prior to disclosure;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without use of the Confidential Information.

5. Term

This Agreement shall commence on the date first above written and continue for a period of [X] years, unless earlier terminated by mutual written agreement.

6. Return or Destruction

Upon written request, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction or return to the Disclosing Party.

7. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Disclosing Party Name]

By: _____

Name: _____

Title: _____

Date: _____

[Receiving Party Name]

By: _____

Name: _____

Title: _____

Date: _____