

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between:

**Disclosing Party:** [Company/Individual Name], having its principal place of business at [Address],  
and

**Receiving Party:** [Company/Individual Name], having its principal place of business at [Address].

## 1. Definition of Confidential Information

"Confidential Information" refers to any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and that the Receiving Party understands is proprietary.

## 2. Obligations of Receiving Party

- Maintain all Confidential Information in strict confidence.
- Not disclose Confidential Information to any third party without prior written consent.
- Use Confidential Information solely for the purpose of collaboration as described in this Agreement.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party;
- Is already known by the Receiving Party before disclosure;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party.

## 4. Term

This Agreement shall remain in effect for a period of [two (2) years] from the date of execution.

## 5. Return of Materials

All documents and materials containing Confidential Information must be returned or destroyed upon request of the Disclosing Party.

## 6. Governing Law

This Agreement shall be governed by the laws of [Jurisdiction].

## 7. Signatures

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Disclosing Party

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Receiving Party

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_