

# Business Collaboration NDA

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ by and between:

## Party A

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

## Party B

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

## 1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by either party, directly or indirectly, in writing, orally, or by inspection of tangible objects, including, but not limited to, business plans, data, products, prototypes, drawings, and strategies.

## 2. Obligations

The Receiving Party agrees to maintain all Confidential Information in strict confidence, to use it solely for the purpose of evaluating or pursuing a business collaboration, and not to disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known; (b) is received from a third party lawfully; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by law or regulation.

## 4. Term

This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ years from that date, unless extended or terminated in writing by mutual consent of both parties.

## 5. Return of Materials

Upon written request, the Receiving Party shall return or destroy all Confidential Information, including any copies thereof.

## 6. Governing Law

This Agreement shall be governed by the laws of \_\_\_\_\_.

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Authorized Signature (Party A)

Name & Title

\_\_\_\_\_  
Authorized Signature (Party B)  
Name & Title

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