

Two-Party Non-Disclosure Agreement (NDA)

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

Party 1: _____, with its principal place of business at _____;

and

Party 2: _____, with its principal place of business at _____.

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

1. The receiving party will restrict disclosure of the Confidential Information to employees, agents, or third parties as necessary and with at least the same degree of care as it uses to protect its own confidential information.
2. The receiving party will not disclose Confidential Information to any third party without the prior written consent of the disclosing party.
3. The receiving party will use the Confidential Information solely for the purpose of _____.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information;
- Is disclosed pursuant to applicable law or regulation.

4. Term

This Agreement and each party's duty to hold the Confidential Information in confidence remain in effect for a period of _____ years from the Effective Date.

5. Return of Materials

All documents and materials containing or based on Confidential Information must be returned or destroyed upon written request of the disclosing party.

6. No License

Nothing in this Agreement grants any rights under any patents, copyrights or other intellectual property to either party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law principles.

Party 1:

Name: _____

Title: _____

Date: _____

Party 2:

Name: _____

Title: _____

Date: _____