

# Mutual Non-Disclosure Agreement

This **Mutual Non-Disclosure Agreement** ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Party A:** \_\_\_\_\_

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

**Party B:** \_\_\_\_\_

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

Together referred to as the "Parties."

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, oral or other information that either Party discloses to the other, directly or indirectly, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations of Confidentiality

The Parties agree to use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship between the Parties. Neither Party shall disclose Confidential Information to any third party except to its employees, agents or subcontractors who have a need to know and are bound by confidentiality obligations no less protective than those in this Agreement.

## 3. Exclusions

Confidential Information does not include information that:

- (a) is or becomes public knowledge through no fault of the receiving Party;
- (b) is already known by the receiving Party prior to disclosure;
- (c) is independently developed by the receiving Party; or
- (d) is lawfully received from a third party without restriction.

## 4. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date first written above with respect to each disclosure of Confidential Information.

## 5. Return or Destruction

Upon written request, the receiving Party will promptly return or destroy all Confidential Information, including all copies thereof, and certify such destruction or return to the disclosing Party.

## 6. No License

Nothing in this Agreement grants either Party any rights under any patents, copyrights, or other intellectual property of the other Party except as expressly set forth herein.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State/Jurisdiction of \_\_\_\_\_, without regard to its conflict of law principles.

## 8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral.

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Party A: Authorized Signature

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Name & Title

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Date

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Party B: Authorized Signature

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Name & Title

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Date