

Mutual Confidentiality Contract Template for Collaborative Projects

This Mutual Confidentiality Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

1. Purpose

The Parties wish to explore a potential collaborative project and in connection therewith each may disclose or receive Confidential Information (as defined below). This Agreement sets forth the terms and conditions under which Confidential Information will be disclosed and protected.

2. Definition of Confidential Information

“Confidential Information” means any data or information, oral or written, disclosed by either Party to the other that is designated as confidential or that, given the nature of the information or the circumstances surrounding disclosure, reasonably should be considered as confidential. Confidential Information does not include information that is:

1. Already known to the receiving Party at the time of disclosure;
2. Publicly available through no fault of the receiving Party;
3. Rightfully received from a third party without restriction and without breach of this Agreement; or
4. Independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information.

3. Obligations

1. Each Party agrees to hold the other Party’s Confidential Information in strict confidence and to not disclose such information to any third parties without prior written consent.
2. Confidential Information will be protected using at least the same degree of care as the receiving Party uses to protect its own confidential information, but in no case less than reasonable care.
3. Confidential Information will be used solely for the purpose described above and not for any other purpose.

4. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of _____ years, unless terminated earlier by either Party with thirty (30) days written notice. The obligations of confidentiality shall survive as long as permitted by applicable law.

5. Return or Destruction

Upon termination of this Agreement, or upon request by the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information received.

6. Governing Law

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

7. Miscellaneous

1. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.
2. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes any prior oral or written agreements.

Party A

Name: _____

Date: _____

Party B

Name: _____

Date: _____