

Non-Disclosure Agreement (Business Collaboration)

1. Parties

This Non-Disclosure Agreement ("Agreement") is entered into between:

- **Disclosing Party:** [Company/Individual Name, Address]
- **Receiving Party:** [Company/Individual Name, Address]

Effective Date: [Date]

2. Purpose

The parties wish to explore a potential business collaboration and may disclose certain confidential information solely for the purpose of evaluating or engaging in the said business relationship.

3. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by either party, whether oral, written, digital or other tangible form, including but not limited to know-how, data, trade secrets, business plans, financial information, customer lists, intellectual property, and technical information.

4. Obligations of Receiving Party

- Maintain confidentiality of disclosed information and use reasonable care to protect it.
- Use Confidential Information solely for the Purpose stated above.
- Not disclose any Confidential Information to third parties without prior written consent.
- Limit disclosure to employees, agents, or affiliates with a strict need to know, who are bound by confidentiality obligations.

5. Exclusions

Confidential Information does **not** include information that:

- Is publicly available or becomes public through no wrongful act of the Receiving Party,
- Is rightfully received from a third party without duty of confidentiality,
- Is already known to the Receiving Party prior to disclosure, or
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6. Term & Termination

This Agreement is effective as of the Effective Date and remains in force until [years] years from the date of last

disclosure, or until terminated in writing by either party. The Receiving Party’s obligations regarding Confidential Information survive for [years] years after termination.

7. Return or Destruction of Information

Upon termination or request, the Receiving Party must promptly return or destroy all Confidential Information and certify destruction upon request.

8. No License

This Agreement does not grant any rights or licenses under patents, copyrights, or other intellectual property.

9. Remedies

The Disclosing Party shall be entitled to seek injunctive or equitable relief in the event of unauthorized disclosure or misuse of Confidential Information.

10. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of [Jurisdiction].

11. General Provisions

- This Agreement constitutes the entire agreement regarding confidentiality between the parties.
- Any amendment must be in writing and signed by both parties.
- Neither party may assign its rights or obligations without written consent.

12. Signatures

Disclosing Party

Receiving Party

Date: _____

Date: _____

Important Notes

- This template is for reference; consult a legal professional before use.
- Never disclose confidential information before signing an NDA.
- Ensure business-specific clauses (such as term, jurisdiction, or scope) are tailored as needed.
- NDAs do not replace full contractual agreements for business relationships.
- Retain a signed copy for your records.