

# Business Collaboration Non-Disclosure Agreement (NDA) – Essential Clauses Sample

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Date] by and between [Party A Name] and [Party B Name], collectively referred to as "the Parties", for the purpose of protecting confidential information to be disclosed in connection with a proposed business collaboration.

## 1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or sensitive information disclosed by either party, whether in written, oral, electronic, or other form, including but not limited to business plans, trade secrets, financial data, strategies, customer lists, and technical data.

## 2. Obligations of Receiving Party

The receiving party agrees to use the Confidential Information solely for the purpose of evaluating or pursuing a business collaboration, and not to disclose such information to any third party without the prior written consent of the disclosing party.

## 3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is already known to the receiving party without restriction; (c) is rightfully received from a third party not under a duty of confidentiality; or (d) is independently developed by the receiving party.

## 4. Term and Duration

This Agreement shall commence on the Effective Date and remain in effect for a period of [X] years, with the confidentiality obligations surviving the termination of this Agreement for a period of [X] years.

## 5. Return or Destruction of Information

Upon request or termination of the Agreement, the receiving party will promptly return or destroy all Confidential Information and certify such destruction in writing, except as required to be retained by law.

## 6. Miscellaneous

This Agreement shall be governed by the laws of [Jurisdiction]. Any amendments must be in writing and signed by both parties. This document constitutes the entire agreement between the parties with respect to its subject matter.

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## Important Notes

- NDAs should be customized to fit the nature of the collaboration and jurisdictional requirements.
- Specify the definition and scope of confidential information clearly to avoid future disputes.
- Clearly state the duration of confidentiality obligations.
- Ensure both parties understand the consequences of breach of confidentiality.
- It is advisable to consult legal counsel before entering into any binding agreements.

