

# Mutual Non-Disclosure Agreement (NDA) for Joint Venture Agreement

**Date:** \_\_\_\_\_

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

**Party A:** \_\_\_\_\_, with principal office at \_\_\_\_\_

**Party B:** \_\_\_\_\_, with principal office at \_\_\_\_\_

Collectively referred to as the "Parties".

## 1. Purpose

The Parties intend to enter discussions regarding a potential Joint Venture (the "Purpose"). In connection with these discussions, it may be necessary and desirable for either or both Parties to disclose certain Confidential Information.

## 2. Definition of Confidential Information

"Confidential Information" means all information disclosed by either Party, whether oral, written, graphic, or electronic, that is designated as confidential or ought reasonably to be considered confidential given the nature of the information and circumstances of disclosure.

## 3. Obligations of the Parties

1. The receiving Party shall not disclose Confidential Information to any third party without prior written consent of the disclosing Party.
2. The receiving Party shall use Confidential Information only for the Purpose stated above.
3. The receiving Party shall take reasonable measures to protect the confidentiality of the disclosed information.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party lawfully;
- Is independently developed without use of or reference to Confidential Information;
- Is required to be disclosed by law or court order.

## 5. Term

This Agreement shall commence on the date indicated above and continue for a period of \_\_\_\_\_ years, unless terminated earlier by mutual written consent.

## 6. Return or Destruction

Upon request, all Confidential Information in written or tangible form shall be returned or destroyed.

## 7. No License

Nothing in this Agreement shall be construed as granting any license or rights to use any Confidential Information except as expressly provided herein.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

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\_\_\_\_\_  
Party A (Signature & Date)

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\_\_\_\_\_  
Party B (Signature & Date)

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### **Important Notes:**

- NDAs are crucial for protecting sensitive information shared during joint venture negotiations.
- The document should be customized to reflect the specific nature and duration of your joint venture.
- Consider seeking legal advice to ensure compliance with local laws and enforceability.
- All parties should understand their obligations and the definition of confidential information.
- This sample is for reference; always adapt to your actual business requirements.