

Mutual Non-Disclosure Agreement

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MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of [EFFECTIVE DATE], by and between [PARTY A NAME], a [ENTITY TYPE] with a principal place of business at [PARTY A ADDRESS] ("Party A"), and [PARTY B NAME], a [ENTITY TYPE] with a principal place of business at [PARTY B ADDRESS] ("Party B"). Party A and Party B are each a "Party" and collectively the "Parties."

1. PURPOSE

1.1 The Parties wish to explore a potential business relationship and to exchange certain confidential and proprietary information for the purpose of evaluating and pursuing that relationship (the "Purpose"). The Parties recognize that the exchange of such information is necessary to evaluate the Purpose and desire to protect the confidentiality of the information.

2. DEFINITIONS

2.1 "Confidential Information" means any information, whether written, oral, electronic or other form, disclosed by a Disclosing Party to the Receiving Party or to the Receiving Party's Representatives, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, strategies, forecasts, financial information, customer and supplier lists, technical data, trade secrets, inventions, know-how, software, and prototypes.

2.2 "Disclosing Party" means the Party disclosing Confidential Information. "Receiving Party" means the Party receiving Confidential Information.

2.3 "Representatives" means a Party's affiliates and its and their officers, directors, employees, agents, contractors, legal advisors and financial advisors who need to know the Confidential Information for the Purpose.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that the Receiving Party can demonstrate by written evidence: (a) is or becomes generally available to the public other than through a breach of this Agreement by the Receiving Party; (b) was lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party without restriction on disclosure; (c) is lawfully obtained by the Receiving Party from a third party without restriction and without breach of a confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall: (a) maintain the confidentiality of the Disclosing Party's Confidential Information using at least the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care; (b) not disclose such Confidential Information to any person or entity except as permitted by this Agreement; and (c) use the Confidential Information solely for the Purpose.

4.2 The Receiving Party may disclose Confidential Information to its Representatives who have a need to know for the Purpose, provided that the Receiving Party takes reasonable steps to ensure that such

Representatives are informed of and comply with the confidentiality obligations contained in this Agreement. The Receiving Party will remain responsible for any breach of this Agreement by its Representatives.

4.3 The Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects that embody the Disclosing Party's Confidential Information and that are provided under this Agreement.

5. TERM OF CONFIDENTIALITY

5.1 The confidentiality obligations under this Agreement shall commence on the Effective Date and shall continue for a period of [CONFIDENTIALITY PERIOD YEARS] years after the later of the Effective Date or the date of disclosure of the particular Confidential Information, except with respect to Confidential Information that qualifies as a trade secret under applicable law, in which case such Confidential Information shall be protected for so long as it remains a trade secret.

6. RETURN OR DESTRUCTION OF MATERIALS

6.1 Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all documents and other materials (and copies) containing or derived from the Disclosing Party's Confidential Information. The Receiving Party may, however, retain one archival copy of Confidential Information solely for compliance, audit, and recordkeeping purposes and subject to the confidentiality obligations of this Agreement.

7. NO LICENSE OR WARRANTY

7.1 Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to the Disclosing Party's Confidential Information except as expressly set forth for the Purpose. All Confidential Information is provided "AS IS." The Disclosing Party makes no express or implied warranties with respect to the Confidential Information, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. EQUITABLE RELIEF

8.1 The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief to prevent or curtail any such breach or threatened breach.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party from and against any losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from a breach of this Agreement by the indemnifying Party or its Representatives.

10. GOVERNING LAW; VENUE

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING STATE], without regard to its conflicts of laws principles.

10.2 The Parties agree that any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in [COUNTY], [GOVERNING STATE], and each Party irrevocably submits to the jurisdiction of such courts.

11. TERM AND TERMINATION

11.1 This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either Party upon thirty (30) days' prior written notice to the other Party. Termination shall not relieve either Party of its obligations with respect to Confidential Information disclosed prior to the effective date of termination, and the confidentiality obligations shall survive in accordance with Section 5.

12. SEVERABILITY

12.1 If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be deemed modified or deleted to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

13. ASSIGNMENT

13.1 Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement without consent to an affiliate or to a successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement.

14. NOTICES

14.1 All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, sent by nationally recognized overnight courier, or three (3) days after deposit in the U.S. mail, postage prepaid, to the addresses set forth above or to such other address as a Party may designate by notice to the other Party.

15. ENTIRE AGREEMENT; AMENDMENT

15.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written.

15.2 This Agreement may be amended or modified only by a written instrument signed by both Parties.

16. NO WAIVER

16.1 The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

17. COUNTERPARTS; ELECTRONIC SIGNATURES

17.1 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same agreement. Signatures delivered by electronic means, including PDF or other electronic signature formats, shall be binding and have the same effect as original signatures.

18. ADDITIONAL PROVISIONS

18.1 Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

18.2 Affiliates. For purposes of this Agreement, "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

18.3 Remedies Cumulative. Except as otherwise provided herein, the rights and remedies provided in this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity.

19. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

PARTY A:

[PARTY A NAME]

By: _____

Name: [PARTY A SIGNATORY NAME]

Title: [PARTY A SIGNATORY TITLE]

Date: [PARTY A SIGNATURE DATE]

Address: [PARTY A ADDRESS]

PARTY B:

[PARTY B NAME]

By: _____

Name: [PARTY B SIGNATORY NAME]

Title: [PARTY B SIGNATORY TITLE]

Date: [PARTY B SIGNATURE DATE]

Address: [PARTY B ADDRESS]

Optional Exhibits:

Exhibit A: Description of Purpose and Specific Categories of Confidential Information (optional)

Exhibit B: List of Authorized Representatives (optional)

(End of Agreement)

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