

Mutual Non-Disclosure Agreement (NDA) Contract Form Sample

A **mutual non-disclosure agreement (NDA)** contract form sample is a legal document used to protect confidential information shared between two parties. It ensures that both parties agree to keep sensitive data private and restrict unauthorized disclosure. This sample provides a clear template to facilitate trust and secure business relationships.

Sample Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of [Date] by and between:

Party A: [Full Name/Company Name], with a principal address at [Address].

and

Party B: [Full Name/Company Name], with a principal address at [Address].

Each a "Party" and collectively, the "Parties."

1. Purpose

The Parties wish to explore a business relationship and, in connection with this relationship, each Party may share certain confidential or proprietary information ("Confidential Information") with the other. This Agreement sets forth the terms and conditions under which such information will be disclosed and protected.

2. Definition of Confidential Information

"Confidential Information" means any data, materials, documents, or other information disclosed by either Party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as confidential or the receiving party should reasonably understand to be confidential.

3. Obligations of Receiving Party

- Use the Confidential Information solely for the purpose stated above.
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Take all reasonable steps to protect the secrecy of and prevent unauthorized use or disclosure of Confidential Information.

4. Exclusions

The obligations set forth in this Agreement shall not apply to any information that:

- Is or becomes generally available to the public through no fault of the receiving party.
- Is rightfully received from a third party without breach of any obligation of confidentiality.
- Is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- Is disclosed with the prior written approval of the disclosing party.

5. Term

This Agreement shall commence on the Effective Date and continue for a period of [Insert Number] years unless earlier terminated by either Party with thirty (30) days' written notice.

6. Return or Destruction of Materials

Upon termination of this Agreement or upon request of the disclosing party, the receiving party shall promptly return or destroy all materials embodying Confidential Information.

7. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed hereunder.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State/Country], without regard to its conflict of laws principles.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

Party A:

Name: _____

Title: _____

Signature: _____

Date: _____

Party B:

Name: _____

Title: _____

Signature: _____

Date: _____