

Non-Disclosure Agreement (NDA) Form Sample

This **non-disclosure agreement form sample** is designed to protect intellectual property by ensuring confidential information remains secure between parties. It clearly outlines obligations and restrictions to prevent unauthorized disclosure or use. Utilizing this agreement helps safeguard valuable creations and proprietary data effectively.

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

- **Disclosing Party:** [Name], [Address]
- **Receiving Party:** [Name], [Address]

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information, materials, data, and intellectual property disclosed by the Disclosing Party to the Receiving Party, including but not limited to business strategies, inventions, designs, processes, software, prototypes, trade secrets, and other proprietary information.

2. Exclusions from Confidential Information

Confidential Information does not include information that:

1. Is or becomes publicly known through no breach of this Agreement by the Receiving Party;
2. Is received from a third party without breach of any obligation of confidentiality;
3. Is independently developed by the Receiving Party;
4. Is approved in writing for release by the Disclosing Party.

3. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of all Confidential Information;
- Use the Confidential Information solely for the purpose of [specify purpose, e.g., evaluation of a business opportunity];
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- Take all reasonable precautions to protect the security of the Confidential Information.

4. Term

This Agreement shall commence on the date above and remain in effect for a period of [X] years, or until Confidential Information no longer qualifies as confidential under Section 2.

5. Return or Destruction of Materials

Upon request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

6. Remedies

The Disclosing Party is entitled to seek injunctive relief or other equitable remedies in the event of any breach of this Agreement, in addition to other rights and remedies provided by law.

7. Governing Law

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

8. Signatures

Disclosing Party:

Name: _____
Signature: _____
Date: _____

Receiving Party:

Name: _____
Signature: _____
Date: _____