

# Non-Disclosure Agreement (NDA) Contract Form Sample

A **non-disclosure agreement** contract form sample is essential for protecting intellectual property by legally binding parties to confidentiality. This document ensures sensitive information remains secure during collaborations or negotiations. Utilizing a well-structured NDA safeguards your creative assets and proprietary knowledge.

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## Sample Non-Disclosure Agreement (NDA) for Intellectual Property

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

**Disclosing Party:** [Full Name or Company]

**Address:** [Address]

**Receiving Party:** [Full Name or Company]

**Address:** [Address]

### 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all information disclosed by the Disclosing Party, whether written, oral, electronic, or in any other form, related to intellectual property, including but not limited to inventions, designs, processes, artwork, trade secrets, business strategies, software, documents, and any other proprietary data.

### 2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information with at least the same degree of care used to protect its own confidential information.
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of [state the purpose, e.g., evaluation, discussion, partnership].

### 3. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Is already in the possession of the Receiving Party without obligation of confidentiality.
- Is independently developed by the Receiving Party.
- Is required to be disclosed by law or court order (with prompt written notice to the Disclosing Party).

### 4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for [number of years, typically 2-5] years from the date of disclosure.

### 5. Return or Destruction of Material

Upon termination of discussions or at the request of the Disclosing Party, the Receiving Party will promptly return or destroy all Confidential Information.

### 6. No License

Nothing in this Agreement grants the Receiving Party any rights to or under the Disclosing Party's intellectual property or licenses.

### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

**Disclosing Party Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Receiving Party Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_