

Mutual Non-Disclosure Agreement (NDA) Sample for Joint Ventures

This **mutual NDA contract form sample** is designed for joint ventures to protect confidential information exchanged between parties. It ensures that sensitive data is shared securely and legally during collaboration. Using this template helps establish trust and clear confidentiality obligations.

Mutual Non-Disclosure Agreement

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

- **Party A:** [Full Legal Name, Address]
- **Party B:** [Full Legal Name, Address]

1. Purpose

The Parties are considering engaging in discussions and possible joint ventures (   Purpose   ), during which each may disclose certain confidential and proprietary information (   Confidential Information   ) to the other.

2. Definition of Confidential Information

   Confidential Information    means any data, materials, or information in oral, written, digital, or other tangible form, that is disclosed or otherwise made available by one party (   Disclosing Party   ) to the other (   Receiving Party   ), and is designated as confidential or should reasonably be understood to be confidential based on the nature of the information.

3. Obligations of the Parties

1. The Receiving Party shall use Confidential Information solely for the Purpose stated above.
2. The Receiving Party will not disclose any Confidential Information to third parties except with prior written consent of the Disclosing Party.
3. The Receiving Party will take reasonable measures to protect the confidentiality of the Confidential Information.

4. Exclusions

The obligations in this Agreement do not apply to information that:

- Is or becomes publicly known without breach of this Agreement;
- Was lawfully received from another source prior to disclosure by the Disclosing Party;
- Is independently developed without use of the Confidential Information;
- Is required to be disclosed by law or court order (with prompt notice to the Disclosing Party, if allowed by law).

5. Term

This Agreement shall remain in effect for **[number of years, e.g., two (2)]** years from the date of disclosure of the Confidential Information, unless terminated in writing by both parties.

6. Return or Destruction

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

7. No License

Nothing in this Agreement grants any license or rights to the Receiving Party except the limited right to use Confidential Information for the Purpose.

8. General Provisions

- This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.
- This Agreement constitutes the entire understanding between the parties with respect to its subject matter.
- This Agreement shall be governed by the laws of **[Jurisdiction]**.

IN WITNESS WHEREOF

The parties have executed this Mutual Non-Disclosure Agreement as of the date first written above.

Party A

Signature: _____

Name/Title: _____

Date: _____

Party B

Signature: _____

Name/Title: _____

Date: _____