Mutual Non-Disclosure Agreement

TEMPLATE ONLY. This is not legal advice. Have a qualified lawyer review it for your situation and country before use.

EFFECTIVE DATE _____

PARTY A (name, address)

_____

PARTY B (name, address)

_____

PURPOSE (why the parties are sharing information)

_____

1. Confidential Information.
"Confidential Information" means non-public information that one party (the Discloser) gives to the other party (the Recipient) in connection with the purpose above, in any form, that is marked confidential or that a reasonable person would understand to be confidential.

2. Obligations.
The Recipient will (a) use Confidential Information only for the purpose above, (b) not disclose it to anyone except employees, advisers or contractors who need to know it and are bound by confidentiality duties at least as protective as this agreement, and (c) protect it with at least the same care it uses for its own confidential information, and no less than reasonable care.

3. Exclusions.
These obligations do not apply to information that (a) is or becomes public through no fault of the Recipient, (b) the Recipient already knew without a duty of confidence, (c) the Recipient received lawfully from a third party without a duty of confidence, or (d) the Recipient develops independently without using Confidential Information.

4. Required disclosure.
If the law or a court requires the Recipient to disclose Confidential Information, it will, where legally allowed, tell the Discloser first so the Discloser can seek protection, and will disclose only what is required.

5. Term.
The duty to keep information confidential lasts for _____ years from the Effective Date.

6. Return or destruction.
On written request, or when the purpose ends, the Recipient will return or securely destroy the Discloser's Confidential Information and confirm in writing that it has done so, except for copies it must keep by law.

7. No licence.
Confidential Information stays the property of the Discloser. This agreement does not grant any licence or other right in it, and neither party has to enter into any further agreement.

8. No warranty.
Confidential Information is provided "as is". Neither party makes any promise about its accuracy or completeness.

9. Governing law.
This agreement is governed by the laws of _____

10. Entire agreement.
This is the entire agreement about its subject. Changes must be in writing and signed by both parties. If a part is found unenforceable, the rest stays in effect.

SIGNED BY PARTY A

SIGNATURE

PRINTED NAME

TITLE

DATE

SIGNED BY PARTY B

SIGNATURE

PRINTED NAME

TITLE

DATE