

Intellectual Property Non-Disclosure Agreement

Effective Date: [Insert Date]

This Non-Disclosure Agreement ("Agreement") is made by and between:

Disclosing Party: [Insert Name and Address]

Receiving Party: [Insert Name and Address]

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include any and all proprietary information, intellectual property, ideas, concepts, and other information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or other form.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose Confidential Information to any third parties without prior written consent from the Disclosing Party.
- Use the Confidential Information only for the purpose of [insert purpose].

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no breach by the Receiving Party.
- Is disclosed to the Receiving Party by a third party without restriction.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

4. Term

This Agreement shall commence on the Effective Date and continue for a period of [insert duration], unless terminated by either Party with written notice.

5. Governing Law

This Agreement shall be governed by the laws of [insert jurisdiction].

6. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:

[Signature] _____

[Name] _____

Receiving Party:

[Signature] _____

[Name] _____