Template

for

MUTUAL –

Confidentiality and Non-Disclosure Agreement (NDA)

*from Strategy Reports*

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## Title Page

### ****MUTUAL – Confidentiality and Non-Disclosure Agreement (NDA)****

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

**Party A (Disclosing and Receiving Party):**  
[Name of Party A], a [type of entity, e.g., corporation, partnership, research institution], having its principal place of business at [address].

**Party B (Disclosing and Receiving Party):**  
[Name of Party B], a [type of entity, e.g., corporation, partnership, research institution], having its principal place of business at [address].

### Recitals (Introduction)

WHEREAS, each party (the "Disclosing Party") possesses certain confidential, proprietary, or trade secret information (hereinafter referred to as "Confidential Information") that it may disclose to the other party (the "Receiving Party") in connection with [insert purpose, e.g., collaboration, research, or business discussions];

WHEREAS, both parties recognize the importance of maintaining the confidentiality of such information and agree to restrict its use and disclosure as set forth in this Agreement;

WHEREAS, the parties desire to define the terms under which the Confidential Information may be shared and protected;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

### ****Confidential Information****

"Confidential Information" means all non-public, proprietary, or sensitive information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form (oral, written, electronic, or otherwise), and identified as confidential or reasonably understood to be confidential by its nature. This includes but is not limited to:

1. Business plans, strategies, and financial information.
2. Technical data, designs, research results, and methodologies.
3. Trade secrets, formulas, and software.
4. Any other proprietary or sensitive information relevant to the purpose of this Agreement.

### ****Disclosing Party****

The "Disclosing Party" refers to the party providing the Confidential Information under this Agreement.

### ****Receiving Party****

The "Receiving Party" refers to the party receiving the Confidential Information under this Agreement.

### Permitted Use

"Permitted Use" means the specific purpose for which the Confidential Information is disclosed, as agreed upon by the parties, and does not include any other use without prior written consent of the Disclosing Party.

### Exclusions from Confidential Information

Confidential Information does not include information that:

1. Is publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party.
2. Was lawfully known to the Receiving Party prior to disclosure, as evidenced by written records.
3. independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.
4. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party promptly notifies the Disclosing Party to allow it to seek a protective order or other appropriate remedy.

## Scope of Confidentiality

### ****Use of Confidential Information****

Each party, as the Receiving Party, agrees to use the Confidential Information of the Disclosing Party solely for the **Permitted Use** as defined in this Agreement. Any other use of the Confidential Information is strictly prohibited without the prior written consent of the Disclosing Party.

### ****Restrictions on Disclosure****

Each party, as the Receiving Party, agrees to:

1. Maintain the confidentiality of the Disclosing Party’s Confidential Information.
2. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under this Agreement.

### ****Permitted Disclosures****

Confidential Information may be disclosed by the Receiving Party to its employees, contractors, or agents only if:

1. They have a legitimate need to know the Confidential Information for the **Permitted Use**.
2. They are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

The Receiving Party shall ensure that such individuals comply with the terms of this Agreement and shall be liable for any breach by them.

### ****Exclusions from Confidential Information****

Confidentiality obligations shall not apply to information that:

1. Is publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party.
2. Was lawfully known to the Receiving Party prior to disclosure, as evidenced by written records.
3. independently developed by the Receiving Party without reference to or reliance on the Disclosing Party’s Confidential Information.
4. required to be disclosed by law, regulation, or court order, provided that the Receiving Party promptly notifies the Disclosing Party to allow it to seek a protective order or other remedy.

### ****Protection Standards****

Each party, as the Receiving Party, agrees to use reasonable efforts to protect the Disclosing Party’s Confidential Information and shall, at a minimum, use the same degree of care to protect such information as it uses to protect its own Confidential Information of a similar nature.

## Obligations of Both Parties

### ****Confidentiality Obligations****

Both parties agree to:

1. Safeguard all disclosed Confidential Information from unauthorized access, use, or disclosure.
2. Notify the Disclosing Party promptly upon discovering any unauthorized access, use, or disclosure of Confidential Information.

### ****No Reverse Engineering****

Neither party, as the Receiving Party, shall attempt to decompile, disassemble, or reverse engineer any Confidential Information provided by the other party under this Agreement.

### ****No Ownership Rights****

This Agreement does not grant either party any ownership or license rights to the Confidential Information or any related intellectual property, except as explicitly permitted in writing by the Disclosing Party.

## Term and Duration

### ****Effective Date****

This Agreement shall become effective on the date first written above and shall remain in effect until terminated in accordance with the terms set forth herein.

### ****Duration of Confidentiality Obligations****

The obligations of each party to maintain the confidentiality of the other party’s Confidential Information shall remain in effect for a period of [Insert Duration, e.g., three (3) years] from the date of disclosure, unless otherwise agreed in writing by both parties.

### ****Termination****

This Agreement may be terminated:

1. By mutual written consent of both parties.
2. By either party upon thirty (30) days’ written notice to the other party.

Termination of this Agreement shall not relieve either party of its obligations to protect and maintain the confidentiality of Confidential Information disclosed prior to termination, which shall continue for the duration specified in Section 5.2.

## Return or Destruction of Information

### ****Obligation to Return or Destroy****

Upon the termination or expiration of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly:

1. Return all tangible forms of the Confidential Information, including documents, files, and electronic records.
2. Destroy all copies, summaries, or derivatives of the Confidential Information in its possession or control and certify such destruction in writing to the Disclosing Party.

### ****Retention for Legal Purposes****

If the Receiving Party is required by law or regulation to retain any portion of the Confidential Information, it shall:

1. Notify the Disclosing Party in writing, specifying the retained information and the legal requirement.
2. Continue to treat such retained information as Confidential Information in accordance with this Agreement.

## Permitted Disclosures

### ****Disclosures to Authorized Personnel****

Either party, as the Receiving Party, may disclose Confidential Information to its employees, contractors, or agents who:

1. Have a legitimate need to know the Confidential Information for the **Permitted Use**.
2. Are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

### ****Disclosures Required by Law****

If either party is required by law, regulation, or court order to disclose Confidential Information, the Receiving Party shall:

1. Promptly notify the Disclosing Party in writing of the requirement, unless prohibited by law.
2. Provide reasonable assistance, at the Disclosing Party’s expense, to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

### ****Other Permitted Disclosures****

Confidential Information may be disclosed with the prior written consent of the Disclosing Party. Such consent must explicitly outline the scope and conditions of the disclosure.

## Remedies for Breach

### ****Injunctive Relief****

Each party acknowledges that any unauthorized disclosure or use of the other party’s Confidential Information may result in irreparable harm for which monetary damages may not be a sufficient remedy. Accordingly, the Disclosing Party shall have the right to seek injunctive relief or other equitable remedies to prevent or mitigate any such breach, in addition to any other remedies available at law or in equity.

### ****Monetary Damages****

In the event of a breach of this Agreement, the breaching party shall be liable for any direct, indirect, or consequential damages arising from such breach, including but not limited to loss of business opportunities, reputational harm, and legal expenses.

### ****Indemnification****

The Receiving Party agrees to indemnify, defend, and hold harmless the Disclosing Party from any and all claims, damages, or losses arising out of or related to the Receiving Party’s breach of this Agreement.

## Dispute Resolution and Governing Law

### ****Negotiation and Mediation****

In the event of a dispute arising from this Agreement, the parties agree to first attempt to resolve the matter through good-faith negotiations. If such negotiations fail, the parties may seek resolution through mediation conducted by a mutually agreed-upon mediator.

### ****Arbitration****

If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of [Insert Arbitration Body, e.g., the International Chamber of Commerce (ICC) or a local arbitration body]. The decision of the arbitrator shall be final and binding upon both parties.

### ****Governing Law****

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

### ****Jurisdiction****

For matters not resolved through arbitration, the parties agree to submit to the exclusive jurisdiction of the courts located in [Insert Location], for the enforcement of any arbitration award or injunctive relief.

## Mutual Representations and Warranties

### ****Authority to Disclose****

Each party represents and warrants that it has the legal right and authority to disclose its Confidential Information under this Agreement and that such disclosure does not violate any agreements or obligations to third parties.

### ****No Obligation to Enter into Further Agreements****

This Agreement does not obligate either party to enter into any further agreements or business relationships.

### ****No Warranty****

All Confidential Information is provided "as is," and the Disclosing Party makes no representations or warranties, express or implied, regarding its accuracy, completeness, or fitness for a particular purpose.

## Miscellaneous Provisions

### ****Entire Agreement****

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions, whether written or oral, related to the same.

### ****Amendments****

No modification or amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

### ****No Waiver****

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision, nor shall it affect the right of that party to enforce such provision at a later time.

### ****Assignment****

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Any unauthorized assignment shall be deemed null and void.

### ****Severability****

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### ****Notices****

All notices or other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified below, or such other addresses as the parties may designate in writing:

* **Party A:** [Insert Name and Address]
* **Party B:** [Insert Name and Address]

Notices shall be deemed delivered:

1. When delivered personally.
2. When sent via a recognized courier service.
3. When emailed, provided that receipt is acknowledged.

### ****No Partnership or Agency****

Nothing in this Agreement shall create or imply a partnership, joint venture, or agency relationship between the parties.

## Signatures

IN WITNESS WHEREOF, the parties have executed this Mutual Confidentiality and Non-Disclosure Agreement as of the date first written above.

**Party A:**

[Name of Party A]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Party B:**  
[Name of Party B]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Optional Appendices (if applicable)

* **Appendix A**: Categories of Confidential Information (e.g., technical data, financial information).
* **Appendix B**: Security Guidelines for Handling Confidential Information (e.g., encryption requirements, physical storage protocols).