

Patent & Invention Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on _____ between _____

- **Disclosing Party:** _____
- **Receiving Party:** _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" refers to all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, which is not generally known to the public and which the Receiving Party may obtain through any means of communication or observation.

2. Obligations of Receiving Party

- Receiving Party agrees to hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
- Receiving Party shall take all reasonable precautions to protect the confidentiality of the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no wrongful act of the Receiving Party;
- Is independently developed by the Receiving Party without use of the Confidential Information;
- Is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality;
- Is approved for release in writing by the Disclosing Party.

4. Term

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential, or until terminated in writing by Disclosing Party.

5. No License

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party a license to use, reproduce, or exploit the Confidential Information.

6. Miscellaneous

This Agreement expresses the complete understanding of the parties regarding its subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

If any provision of this Agreement is found to be unenforceable, the remainder shall continue in effect.

This Agreement shall be governed by the laws of _____

Disclosing Party Name & Signature

Date:

Receiving Party Name & Signature

Date: