

# Mutual Non-Disclosure Agreement (NDA)

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of by and between ("Party A") and ("Party B").

## 1. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or confidential data or information disclosed by either party to the other, whether in written, oral, electronic, or any other form, including but not limited to business plans, technology, products, processes, software, designs, marketing, and business opportunities.

## 2. Obligations

1. Both parties agree to use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship regarding the startup research project.
2. Each party agrees not to disclose Confidential Information to any third party without the prior written consent of the disclosing party.
3. Each party will take reasonable care to protect the confidentiality of the information, at least as much as they use to protect their own confidential materials.

## 3. Exclusions

Confidential Information does not include information that:

- Is publicly available at the time of disclosure or becomes available without breach of this Agreement;
- Was known by the receiving party before disclosure;
- Is received lawfully from a third party without restriction;
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

## 4. Term

This Agreement will remain in effect for years from the date of signature below. Obligations regarding confidentiality will survive the termination of this Agreement for a period of years.

## 5. Return of Materials

Upon written request by the disclosing party, the receiving party will promptly return or destroy all Confidential Information.

## 6. No License

Nothing in this Agreement grants any license or right to use Confidential Information except as expressly permitted herein.

## 7. Governing Law

This Agreement shall be governed by the laws of .

## 8. Miscellaneous

1. This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior communications.
2. Any amendments must be made in writing and signed by both parties.

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Party A (Signature):

Name:

Title:

Date:

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Party B (Signature):

Name:

Title:

Date: