

# Confidentiality Agreement for Research Partners

This Confidentiality Agreement ("Agreement") is entered into as of ("Effective Date"), by and between:

**Disclosing Party:**

**Address:**

**Receiving Party:**

**Address:**

## 1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means any data, material, or information, oral or written, disclosed by the Disclosing Party to the Receiving Party, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

## 2. Obligations of Receiving Party

- Maintain all Confidential Information in strict confidence.
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purposes of evaluating or pursuing a research partnership.
- Take all reasonable precautions to protect the confidentiality of the Confidential Information.

## 3. Exclusions

The obligations herein do not apply to information that:

- Is or becomes publicly available through no act or omission of the Receiving Party;
- Was in the Receiving Party's lawful possession before receipt from the Disclosing Party;
- Is lawfully disclosed to the Receiving Party by a third party without restriction;
- Is independently developed by the Receiving Party without use of or reference to Confidential Information.

## 4. Term

This Agreement shall commence on the Effective Date and continue for a period of years unless terminated in writing by either party.

## 5. Return of Materials

Upon termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information received under this Agreement.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

## 7. Miscellaneous

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

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Disclosing Party Signature:

Name:

Title:

Date:

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Receiving Party Signature:

Name:

Title:

Date: