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Mutual Non-Disclosure Confidentiality Agreement

This Non-Disclosure Confidentiality Agreement (the "Agreement") is made this _____ day of _____, 200_____, between the following Parties:

_____ and _____
Name Name

Recitals

1. This Agreement is to establish an understanding of confidence with respect to planned disclosures to _____ by _____ of confidential information relating to:

(Define the topics that these discussions will relate to)

2. It is also anticipated that _____ may disclose confidential information to _____ and that such disclosures are also subject to this Agreement.
3. The Parties understand the importance of confidentiality and that these disclosures be maintained in strict confidence. The Parties recognize that any disclosure to a third party may cause irreparable harm to the one or more of the Parties to this Agreement.

Agreement

The Parties agree as follows:

1. For the purpose of this Agreement, the Party disclosing confidential information shall be called the "Disclosing Party," and the Party receiving the confidential information shall be called the "Recipient".

The term "Confidential Information" shall mean any oral, written, or electronic information of either Party that is disclosed to the other relating to information which is not generally known to the public, including, but not limited to, information of a

business, financial, legal, or technical nature. Confidential Information includes, without limitation, information of a technical nature including, without limitation, trade secrets as defined by applicable state law; devices or manufacturing processes; techniques, data, formulae, and inventions (whether or not patentable); specifications and characteristics of current products or products under development; research subjects, methods, and results; business plans; client lists; intellectual property holdings; correspondence, both internal and external in nature, email, computer files, proprietary software, licensing agreements; matters of a business nature including, without limitation, costs, margins, pricing policies, and schedules; markets, sales, forecasts, suppliers, and customers; product, marketing or strategic plans; financial information; legal information and contracts; and other information of a similar nature which the Parties would reasonably understand to be confidential and which has, or may potentially have, economic value to the Disclosing Party.

Confidential Information does not include information that is:

- a) in the public domain or enters the public domain without violating this Agreement;
- b) known to the Recipient, as shown by written records, prior to disclosure; or
- c) may be documented as having been received by the Recipient from a third party having no obligation of confidentiality to the Disclosing Party.

2. The Recipient agrees as follows:

- a) Recipient will use Confidential Information for internal purposes only and shall not disclose the information to anyone other than its employees, directors, officers, owners, shareholders, managers, members, or agents who have a reasonable business need for the information in the normal course of business.
- b) Confidential Information shall be used by the Recipient only for the benefit of the Disclosing Party or for the mutual benefit of both the Recipient and Disclosing Party.
- c) Written forms of Confidential Information shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon request.
- d) Recipient will enter into a written non-disclosure agreement incorporating the terms of this Agreement with each employee, director, officer, owner, shareholder, manager, member, or agent prior to disclosing any Confidential Information to such persons.

3. The Recipient shall not be liable for unauthorized disclosure of Confidential Information provided the Recipient takes at least the same reasonable degree of care in protecting the Confidential Information that it takes with its own proprietary information.
4. The Agreement shall commence on the date set forth above and shall continue until the later to occur of the running of a period of _____ years, or until the matters contemplated in Section 1 of the Recitals of this Agreement are completed.
5. Except as otherwise specifically provided in this Agreement, this Non-Disclosure Agreement does not in any way constitute a binding commitment between the Parties with respect to any business relationship and does not constitute a joint venture between the Parties.
6. The furnishing of Confidential Information shall not constitute or be construed as a grant of any express or implied license or other right under any patent or proprietary information.
7. This Agreement contains the entire agreement of the Parties relating to its subject matter. Any modification of this Agreement shall be in writing and signed by the Parties.
8. This Agreement will be binding upon and inure to the benefit of the successors in interest of the Parties, but this Agreement shall not be assignable by either Party.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of _____, and any dispute relating to it shall be brought in the appropriate state and federal courts located in _____ County.

Printed Name: _____

Signature: _____

Title: _____

Company: _____

Printed Name: _____

Signature: _____

Title: _____

Company: _____

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