

Confidentiality and Disclosure Agreement

Date: [Insert Date]

Between: [Insert Disclosing Party Name] ("Discloser")

And: [Insert Receiving Party Name] ("Recipient")

1. Definition of Confidential Information

Confidential Information refers to all non-public, proprietary, or sensitive information disclosed by the Discloser to the Recipient, whether oral, written, or electronic.

2. Non-Disclosure Obligations

The Recipient agrees to hold all Confidential Information in strict confidence and shall not disclose, publish, or disseminate it to any third party without prior written consent from the Discloser.

3. Permitted Use

The Recipient shall use the Confidential Information solely for the purpose of [Insert Purpose, e.g., evaluating a business partnership] and for no other purpose.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Recipient.
- Was already known to the Recipient prior to disclosure.
- Is independently developed by the Recipient without use of the Discloser's information.

5. Compelled Disclosure

If the Recipient is legally required by law or court order to disclose Confidential Information, the Recipient shall provide the Discloser with prompt notice to allow the Discloser to seek a protective order.

6. Term and Return of Materials

This agreement shall remain in effect for [Insert Time Period, e.g., 2 years]. Upon request or termination of the relationship, the Recipient must return or destroy all copies of Confidential Information.

7. Governing Law

This agreement shall be governed by the laws of [Insert Jurisdiction/State].

Signatures:

[Discloser Name]

Date:

[Recipient Name]

Date: