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**Mutual Nondisclosure Agreement**

**Effective Date: [*Effective date*​]**

**This Mutual Nondisclosure Agreement** (the “Agreement”), is entered into as of the date indicated above (the “Effective Date”) between [***Your company name***], a [***State***] [***Type of entity***] ("Company"), and the entity identified below, who wish to explore a business opportunity of mutual interest (the “Purpose”). The parties agree as follows:

1. **Definition.**  The term “Confidential Information” means nonpublic information disclosed by one party (the “Discloser”) to the other party (the “Recipient”), including but not limited to financial, business, legal and technical information of Discloser or any of its affiliates, suppliers, customers and employees (including without limitation any reports, inventions, methods, processes, algorithms, software, specifications, designs, drawings, data, and any information about development, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential Information shall not include any information that (a) was rightfully known to Recipient without restriction before receipt from Discloser, (b) is rightfully disclosed to Recipient without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by Recipient or (d) is independently developed by Recipient or its employees without access to or reliance on the Discloser’s Confidential Information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Confidential Information made available to Recipient under this Agreement.

2. **Restrictions.**  As to the other party’s Confidential Information, Recipient agrees (a) to use the Confidential Information only for the Purpose , (b) to maintain the Confidential Information as confidential, and exercise reasonable precautions to prevent any unauthorized access, use or disclosure, (c) not to copy the Confidential Information, (d) not to disclose the Confidential Information to any third party other than Recipient’s employees and directors ("Authorized Recipients") who have a need to know for the permitted purpose and who are bound to confidentiality under terms no less protective than the terms of this Agreement, (e) not to decompile, disassemble or otherwise reverse engineer any Confidential Information, or use any similar means to discover its underlying composition, structure, source code or trade secrets and (f) not to export or re-export any Confidential Information or product thereof in violation of U.S. or other export control laws or regulations. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof will also be held in confidence by both parties and not disclosed to any third party. Recipient shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care in protecting Discloser’s Confidential Information that it uses for its own Confidential Information of a similar nature, but in no event less than reasonable care. Promptly after becoming aware of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any of Discloser's Confidential Information in the custody or control of Recipient or its Authorized Recipients, Recipient shall notify Discloser in writing and cooperate with Discloser to investigate and mitigate any adverse effects therefrom. Recipient shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.

3. **Compelled Disclosures.**  These restrictions shall not prevent either party from complying with any law, regulation, court order or other legal requirement that purports to compel disclosure of any Confidential Information. Recipient will promptly notify Discloser upon learning of any such legal requirement and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency, and furnish only that portion that is legally required to be disclosed..

4. **No Warranties or Licenses.**  All Confidential Information is provided “**AS IS**.” Discloser will not be liable to Recipient for damages arising from any use of the Confidential Information, from errors, omissions or otherwise. All of Discloser’s rights in and to its Confidential Information remain the exclusive property of Discloser. Neither this Agreement, nor any disclosure of Confidential Information hereunder (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein, or (b) obligates either party to disclose or receive any information, perform any work or enter into any agreement.

5. **Termination.**  This Agreement will terminate as to the further exchange of Confidential Information immediately upon the earlier of (a) receipt by one party of written notice from the other and (b) the [***Number of years***] anniversary of this Agreement. The confidentiality obligations of this Agreement, as they apply to any Confidential Information disclosed prior to termination, will survive termination for a period of [***Number of years***]; *provided*, Recipient’s obligations hereunder shall survive and continue in effect thereafter with respect to any Confidential Information that is a trade secret under applicable law. Upon termination of this Agreement for any reason, or upon Discloser’s request at any time, Recipient shall promptly return to Discloser all originals and copies of any Confidential Information or destroy all Confidential Information of the Discloser including all information, records, and materials developed therefrom.

6. **Remedies.**  Due to the unique nature of the Confidential Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Discloser shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

7. **General.**  This Agreement constitutes the entire agreement and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of [***State***], without regard to the conflicts of laws provisions thereof. Venue for any action arising out of or relating to this Agreement will be the state courts of [***County***], [***State***] and the [***Federal District***] and the parties hereby waive any challenge to such venue. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given herein or at such other address designated by written notice. No amendments, modifications or additions to this Agreement will be binding unless in writing signed by each Party.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

[***YOUR COMPANY NAME HERE***]

Signature: Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name:

Contact Information

Please enter contact information for formal notices including the following:  
  
Name / Dept.:   
Address:  
Phone:   
Email:

[***OTHER PARTY’S NAME HERE]***

Signature: Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name:

Contact Information

Please enter contact information for formal notices including the following:  
  
Name / Dept.:   
Address:  
Phone:   
Email: