

## Intellectual Property Non-Disclosure Agreement

This Intellectual Property Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Effective Date], by and between [Name of Disclosing Party], with a principal place of business at [Address] and [Name of Receiving Party], with a principal place of business at [Address]. Collectively referred to as the "Parties."

1. **CONFIDENTIAL INFORMATION:** The Disclosing Party may disclose certain intellectual property-related information ("Confidential Information") to the Receiving Party. Confidential Information may include, but is not limited to, patents, trademarks, trade secrets, copyrights, designs, inventions, and any other information related to intellectual property that is designated as confidential by the Disclosing Party. It also includes any pending patent applications as well as the strategies which serve as the basis for the application. The Disclosing Party should also label all confidential written information as "Confidential".
  
2. **The RECEIVING PARTY agrees to:**
  - Keep all Confidential Information received from the Disclosing Party in the strictest confidence for the sole benefit of the Disclosing Party.
  - Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
  - Use the Confidential Information solely for the purpose for which it was disclosed and not for any other purpose without the Disclosing Party's express written consent.
  - Take reasonable measures to prevent unauthorized disclosure or use of the Confidential Information, including, but not limited to, maintaining the confidentiality of any intellectual property-related information.
  
3. **SCOPE:** This Agreement includes all intellectual property-related Confidential Information disclosed by the Disclosing Party to the Receiving Party, as defined in Section 1. The Receiving Party acknowledges that the obligation of confidentiality extends to any and all forms of the Confidential Information.
  
4. **TIME FRAME:** The obligations of confidentiality under this Agreement shall commence on the Effective Date and continue for a period of [insert duration] years from the date of disclosure of each specific piece of Confidential Information or until earlier terminated in writing by the Disclosing Party.
  
5. **RETURN OF INFORMATION:** Upon the Disclosing Party's written request or the termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the intellectual property-related Confidential Information received.

**6. EXCLUSIONS:** The obligations of confidentiality under this Agreement do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Is already known to the Receiving Party at the time of disclosure and is not subject to another confidentiality agreement.

**7. REMEDIES:** Any unauthorized disclosure or use of intellectual property-related Confidential Information in breach of this Agreement may result in irreparable harm to the Disclosing Party. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Intellectual Property Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:

[Name of Disclosing Party]

[Signature]

[Date]

Receiving Party:

[Name of Receiving Party]

[Signature]

[Date]