

Blank Non Disclosure Agreement
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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of ____/____/_____,
by and between ("Disclosing Party") _____,

and _____ hereafter referred to as "Recipient". (Receiving Party)

1. Background. _____ and the Recipient wish to disclose confidential information to each other for the purpose of discussing potential projects and/or future business opportunities.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

a. "Confidential Information" shall mean any information disclosed by _____ or the Recipient to the other, either directly or indirectly, in writing, orally or by inspection of tangible objects, other than information that is:

(i) already known to the receiving party at the time of disclosure;

(ii) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information;

(iii) rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or

(iv) publicly known or available other than through any act or omission of the receiving party.

b. "Disclosing Party" shall mean the party disclosing Confidential Information hereunder.

c. "Receiving Party" shall mean the party receiving Confidential Information hereunder.

3. Obligations of Receiving Party. The Receiving Party agrees that it shall:

a. use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care;

b. not disclose any Confidential Information to any third party;

c. not use any Confidential Information for any purpose other than the purpose for which such information was disclosed; and **d.** limit access to Confidential Information to those of its personnel who have a need to know such information for the purposes of this Agreement.

4. Obligations of Disclosing Party. The Disclosing Party agrees that it shall not disclose any Confidential Information of the Receiving Party to any third party.

5. Exclusions. The obligations of confidentiality set forth in this Agreement shall not apply to information that:

a. is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this agreement.

b. was known to the Receiving Party prior to its disclosure under this Agreement;

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c. was independently developed by the Receiving Party without use of or reference to any Confidential Information;

d. was rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or

e. was disclosed by the Disclosing Party to a third party without restriction on the third party's right to disclose it.

6. Return of Confidential Information. The Receiving Party shall, at the Disclosing Party's request, return or destroy all Confidential Information of the Disclosing Party in its possession or control and certify in writing to the Disclosing Party that it has done so.

7. No Rights of Ownership. Nothing in this Agreement shall be construed as granting any rights of ownership in the Confidential Information of either party to the other.

8. No Obligation to Proceed. Nothing in this Agreement shall obligate either party to proceed with any transaction between them, nor shall either party be liable to the other for failure to do so.

9. Non-solicitation. During the term of this Agreement and for a period of two (2) years after its termination, neither party shall, directly or indirectly, solicit any employees of the other party for employment.

10. Term. This Agreement and the obligations and restrictions contained herein shall remain in effect for a period of two (2) years from the date of execution.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____], without giving effect to its conflict of laws principles.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to such subject matter.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Amendment. This Agreement may be amended only in writing, signed by both parties.

15. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

In witness whereof, the parties have executed this Agreement as of the date first written above.

Disclosing Party Signature _____

Disclosing Party printed Name _____

Recipient Signature _____

Recipient Printed Name _____