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**BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is made by Company Name Here, Inc. (“Company Name Here”) located at \_\_\_\_\_ and \_\_\_\_\_, and becomes effective on \_\_\_\_\_.

RECITALS

A. Company Name Here and \_\_\_\_\_ desire to engage in discussions and possibly a business relationship which may, from time to time, require the disclosure and exchange of proprietary information and material of each party to the other regarding the following subject matter: \_\_\_\_\_ (the “Subject Matter”).

B. The parties desire to define their mutual rights and obligations with respect to the proprietary information of the other party.

AGREEMENT

NOW, THEREFORE, in consideration of such mutual disclosures, the parties agree as follows:

1. Each party (the “disclosing party”), with regard to the information or material relating to the Subject Matter obtained from the other party (the “receiving party”) which is marked or otherwise identified as confidential prior to, upon or promptly after receipt by the receiving party (the “Confidential Information”), shall:

- (a) use the Confidential Information of the disclosing party solely for the purposes of evaluating or performing the business relationship with the disclosing party regarding the Subject Matter;
- (b) not make any copies of the Confidential Information of the disclosing party without that party’s prior written approval;
- (c) take suitable precautions and measures to maintain the confidentiality of the Confidential Information of the disclosing party;
- (d) not disclose or furnish the Confidential Information of the disclosing party to any person or entity except to employees of the receiving party who have a need to know the information to evaluate or perform the business relationship with the disclosing party and an obligation to maintain the confidentiality of the information; and
- (e) return the Confidential Information of the disclosing party, including all copies and drawings and other items containing any Confidential Information, upon request of that party.

2. Each party acknowledges that no license or other right under any patent, copyright, trade secret, trademark or other proprietary right of the other party is granted or implied by that party’s disclosure of its Confidential Information.

3. Each party acknowledges that unauthorized disclosure or use of the Confidential Information of the disclosing party could cause irreparable harm to the disclosing party for which monetary damages may be difficult to ascertain. Accordingly, each party agrees that the disclosing party shall have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief from breaches of this Agreement by the receiving party.

4. The parties agree that no Confidential Information will be disclosed by Company Name Here or \_\_\_\_\_ concerning \_\_\_\_\_ (the Subject Matter).

5. Notwithstanding the foregoing, the receiving party shall have no obligation to maintain the confidentiality of any Confidential Information of the disclosing party which (a) was known to the receiving party before the disclosure by the disclosing party; (b) was received by the receiving party from a third party who was legally entitled to make an unrestricted disclosure; (c) was independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (d) is required to be disclosed by applicable law provided the receiving party gives the disclosing party advance notice of the disclosure if reasonably possible and cooperates with the disclosing party in any attempt to limit the scope of the required disclosure.

6. Either party may, on thirty (30) days written notice to the other, terminate this Agreement with respect to the disclosure and evaluation of information. Upon such termination, unless otherwise agreed upon by the Parties, each Party shall return to the other all documents and tangible items which each has received from the other pertaining, referring or relating to information, except that one (1) copy of such documents and tangible items may be retained for archival purposes. The provisions of this Agreement regarding the non-disclosure and non-use of information shall survive such termination of this agreement for a period of five (5) years from the effective date above.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to its choice of law principles. Each party irrevocably consents to the jurisdiction and venue of the courts of the State of Washington in King County and the United States District Court for the Western District of Washington at Seattle with regard to any action concerning this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees, court costs and expenses incurred in such action.

8. The foregoing constitutes the entire Agreement between the parties with respect to the subject of this Agreement, and any and all written or oral agreements, proposals or understandings heretofore existing between the parties pertaining to the subject matter of this Agreement are expressly canceled.

9. This Agreement shall not be modified, amended, canceled or superseded except by an instrument in writing signed by Company Name Here and \_\_\_\_\_.

10. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**IN WITNESS WHEREOF**, the Parties have had duly authorized representatives execute this Agreement as of the date indicated below.

(company)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name Here, Inc

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sample Preview