

Confidentiality and Proprietary Information Agreement

This Confidentiality and Proprietary Information Agreement ("Agreement") is made and entered into as of , by and between ("Disclosing Party") and ("Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by Disclosing Party to Receiving Party, whether in written, oral, electronic, or other form.

2. Obligations of Receiving Party

1. Receiving Party agrees to use Confidential Information solely for the purpose of .
2. Receiving Party shall not disclose Confidential Information to any third party without prior written consent of Disclosing Party.
3. Receiving Party shall take reasonable measures to protect the confidentiality of the Confidential Information.

3. Term

This Agreement shall commence on the date first written above and continue for a period of years, unless terminated earlier by either party with written notice.

4. Return or Destruction of Information

Upon termination of this Agreement, Receiving Party agrees to return or destroy all Confidential Information received.

5. Governing Law

This Agreement shall be governed by the laws of .

6. Signatures

Disclosing Party:
Date:
Receiving Party:
Date: