

Mutual Non-Disclosure Agreement - Template

Template guidance reviewed 9 September 2026. Replace bracketed prompts with verified information. Follow the specific solicitation, amendments and submission instructions; this template does not determine eligibility or compliance.

Drafting worksheet only. Complete the applicable provisions and exhibits before execution; downloading this file does not form an agreement or complete a government filing.

This is a starter skeleton, not legal advice. Have qualified counsel review and adapt it before signing or filing.

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of [date] by and between [Party A legal name] and [Party B legal name] (each a “Party”).

1. Purpose

The Parties wish to explore [describe the opportunity / teaming purpose] and may disclose confidential information to each other for that purpose.

2. Confidential information

“Confidential Information” means non-public information disclosed by one Party to the other, whether oral, written, or electronic, that is marked or would reasonably be understood to be confidential.

3. Obligations

Each Party will use the other's Confidential Information solely for the Purpose, protect it with at least reasonable care, and not disclose it to third parties without prior written consent.

4. Exclusions

Confidential Information does not include information that is public, already known, independently developed, or lawfully received from a third party.

5. Required and protected disclosures

[Define permitted disclosures to authorized personnel/advisers and legally required disclosures, including notice where lawful. Preserve disclosures and reporting rights that applicable law protects. Have counsel adapt these provisions to the parties and jurisdiction.]

6. Term

This Agreement lasts [__] years; confidentiality obligations survive for [__] years after disclosure.

7. Return, retention and dispute terms

[Specify return/deletion and lawful retention; ownership and permitted use; governing law; dispute process; remedies; and any trade-secret survival treatment. Complete the drafting choices before signing.]

8. Signatures

[Party A - name, title, date] [Party B - name, title, date]