

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

Effective Date: [Insert Date]

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into by and between:

[Client Full Name / Company Name]

Address: [Client Address]

(Hereinafter referred to as the “Client”)

AND

[Consultant Full Name / Company Name]

Address: [Consultant Address]

(Hereinafter referred to as the “Consultant”)

Collectively referred to as the “Parties.”

This Agreement is facilitated by **Connect Research**, a platform that connects life sciences professionals for collaboration. Connect Research is **not a party to this Agreement** and holds no liability in its enforcement.

1. Purpose

The Parties intend to evaluate or participate in a collaborative project facilitated through Connect Research (the “Project”) and may disclose certain confidential or proprietary information in the process. This Agreement sets forth the terms for protecting such information.

2. Definition of Confidential Information

“Confidential Information” means all non-public, sensitive, or proprietary data disclosed by one Party to the other in any form (oral, written, digital, visual), including but not limited to research, business practices, designs, personal data, methodologies, financial information, and intellectual property, when identified as confidential or by its nature should reasonably be understood to be confidential.

3. Mutual Obligations

Each Party agrees to:

- Use the Confidential Information solely for the purposes of evaluating, discussing, or performing the Project;
 - Maintain the confidentiality of all Confidential Information using at least reasonable care;
 - Not disclose or publish the Confidential Information to any third party without prior written consent of the disclosing party.
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4. Exclusions

This Agreement does not apply to information that: a) Was known to the receiving party before disclosure;

b) Is or becomes public through no fault of the receiving party;

c) Is received from a third party lawfully and without restriction;

d) Is independently developed without reference to the disclosed Confidential Information;

e) Is required to be disclosed by law, regulation, or court order (with reasonable notice to the disclosing party when permitted).

5. Ownership & Return

All Confidential Information remains the property of the disclosing party. Upon request, the receiving party agrees to promptly return or permanently delete all such information, including copies.

6. Term & Survival

This Agreement will remain in effect for two (2) years from the Effective Date. The obligation to protect Confidential Information survives for five (5) years after expiration or termination of this Agreement.

7. Remedies

The Parties agree that a breach of this Agreement may cause irreparable harm and entitle the disclosing party to injunctive relief in addition to any other remedies available under law.

8. No License

Nothing in this Agreement shall be interpreted as granting any right or license under patent, copyright, trade secret, or any other intellectual property of the disclosing party.

9. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the **Province of Ontario, Canada**. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Toronto, Ontario.

10. Entire Agreement

This Agreement contains the full understanding between the Parties regarding the protection of Confidential Information. It supersedes all prior agreements or understandings relating to this matter. Any modification must be in writing and signed by both Parties. Electronic signatures and counterparts are accepted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Client

Signature: _____
Name: _____
Title (if applicable): _____
Date: _____

Consultant

Signature: _____
Name: _____
Title (if applicable): _____
Date: _____