MUTUAL NON-DISCLOSURE AGREEMENT (MNDA)

⏱ Creado	@26 de septiembre de 2025 13:08
☰ Etiquetas	

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between:

Disclosing Party: Antonio Polanco / Tecnómetro ("AcademIA"), located in San Cristobal, Mixco, Guatemala.

Receiving Party: Tom Luis, located in Singapore.

Together, the "Parties."

1. Purpose

The Parties wish to explore a potential collaboration related to **AcademIA**. For that purpose, they will exchange certain confidential information solely to evaluate and discuss such collaboration (the "Purpose").

2. Confidential Information

"Confidential Information" includes, without limitation: ideas, designs, logos, roadmaps, code, prompts, scripts, technical specifications, models, processes, client/supplier lists, pricing, documents, and any information marked or reasonably understood as confidential, whether disclosed in writing, orally, visually, or electronically.

3. Exclusions

Information shall not be deemed confidential if it:

(a) becomes public through no breach of this Agreement;

(b) was lawfully known to the Receiving Party prior to disclosure;

(c) was obtained from a third party without a duty of confidentiality; or

(d) was independently developed without use of the Disclosing Party's information.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

(i) use the Confidential Information only for the Purpose;

(ii) not disclose it to third parties without prior written consent;

(iii) protect it with at least the same care used for its own sensitive information (minimum: reasonable care);

(iv) limit access to personnel/contractors who have a need to know and are bound by confidentiality obligations no less strict;

(v) not reverse engineer or decompile prototypes or artifacts.

5. Return or Destruction

Upon written request, the Receiving Party shall return or destroy the Confidential Information (and copies) and certify such action in writing, except for backup copies retained automatically for legal/IT compliance, which remain subject to this Agreement.

6. Term

This Agreement begins on the Effective Date and remains in effect for **two (2) years**. Confidentiality obligations survive for **five (5) years** from each disclosure (and for trade secrets, as long as they remain trade secrets).

7. Ownership

All Confidential Information remains the sole property of the Disclosing Party. No license or rights are granted by this Agreement.

8. Remedies

Unauthorized disclosure may cause irreparable harm. The Disclosing Party is entitled to seek injunctive relief in addition to any legal remedies available.

9. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of **Guatemala**, and the Parties agree to submit to the competent courts of **Guatemala City**.

10. Entire Agreement

This document constitutes the entire agreement regarding its subject matter. Modifications must be in writing and signed by both Parties. Electronic or handwritten signatures are valid and binding.

Signatures:

Antonio / Date (AcademIA)

Tom / Date (Receiving Party)