

MUTUAL NDA & INTELLECTUAL PROPERTY LICENSING AGREEMENT

Standardised Two-Part Hybrid Commercial Security & Deployment Framework



Template User Instructions: This hybrid legal instrument establishes a clear operational flow: Part I enforces strict non-disclosure of trade secrets, and Part II governs the licensing, usage, and fee frameworks for deploying proprietary programs. Customise all bracketed fields e.g., [Insert Details] prior to signing.

AGREEMENT SCHEDULE & PARTIES

The Founder (Disclosing Party/ Licensor):	[Insert Your Company / Founder Legal Entity Name] (ABN: [Insert ABN]) Address: [Insert Physical Address]
The Partner (Receiving Party/ Licensee):	[Insert Partner / Client Enterprise Name] (ABN: [Insert ABN]) Address: [Insert Partner Corporate Address]
Proprietary Program & Purpose:	Evaluation, partnership assessment, and commercial delivery deployment of the proprietary curriculum/program titled: [Insert Program Title]
Agreement Date:	____ / ____ / 20____

PART I: NON-DISCLOSURE AGREEMENT (NDA) TERMS

1. DEFINITION OF CONFIDENTIAL INFORMATION & TRADE SECRETS

1.1 ****Confidential Material Scope:**** For the purposes of this Agreement, "Confidential Information" includes all non-public commercial data, business diagnostics methodologies, client profile histories, financial records, software code structures, trade secrets, and program mechanics shared by the Disclosing Party [cite: 19].

1.2 ****Exclusions:**** Confidential Information does not incorporate information that is or becomes publicly available through no breach of the Receiving Party, or was already lawfully possessed prior to disclosure.

2. ENFORCEABLE NON-DISCLOSURE & SECURITY COVENANTS

2.1 ****Strict Non-Disclosure Shield:**** The Receiving Party covenants to hold all Confidential Information in absolute confidence and shall not copy, duplicate, publish, distribute, leak, or share such materials with third parties or competitor agencies without prior explicit written consent from the Disclosing Party [cite: 19].

2.2 ****Prohibition on Commercial Sale:**** The Receiving Party is explicitly prohibited from selling, bartering, trading, or monetizing any client registries, lead networks, or metrics discovered during the assessment period.

2.3 ****Term of NDA Survival:**** This confidentiality loop and protection covenant remains in full force during the evaluation phase and survives for a period of [Insert Number, e.g., 2 or 3] years following contract separation.

PART II: INTELLECTUAL PROPERTY LICENSING AGREEMENT

3. ABSOLUTE RETENTION OF COPYRIGHT OWNERSHIP

3.1 ****Vesting of Title:**** The Licensor retains sole, exclusive, and uncompromised title and copyright ownership over all curriculum modules, workshop handbooks, returnable strategy templates, baseline methodologies, presentation decks, and digital toolkits compiled under the Program [cite: 18]. This partnership does **not** transfer, divide, or dilute the ownership or brand equity of the Program [cite: 18].

3.2 ****Improvements Clause:**** Any custom optimizations, variations, localized adaptations, or delivery adjustments created by either party during the partnership term instantly vest entirely and exclusively in the Licensor upon creation [cite: 18].

4. LIMITED LICENSING PARAMETERS & CORPORATE USE LIMITS

4.1 ****Limited Execution Scope:**** The Licensor grants the Licensee a non-exclusive, non-transferable, revocable license to utilize the Program deliverables **solely** to execute the specific, co-signed collaborative activities [cite: 18].

4.2 ****Company Integration Prohibition:**** The Licensee is strictly prohibited from deploying, copying, utilizing, or hosting the Program inside their independent corporate frameworks, secondary divisions, separate offices, or alternative client portfolios without paying the baseline Corporate License Fee configured in Section 5 [cite: 18].

4.3 ****Anti-Poaching Shield:**** The Licensee shall not use the Proprietary IP to launch a competing side enterprise, pitch duplicate proposals directly to the Licensor's target clients, or self-deliver the program independently [cite: 18].

5. COMMERCIAL LICENSING FEE CONFIGURATIONS (AUD FRAMEWORK)

Fee Vector Category	Commercial Parameters & Billing Frequency	Fee Struct (AUD)
Upfront Activation Fee	Mandatory initial fee required to mobilize training materials and secure authorized access to original program documentation libraries [cite: 18].	\$[] / upfront
Corporate License Fee	Recurring commercial fee paid by the partner business when using the program in their company divisions or separate office channels [cite: 18].	\$[] / year
Per-Participant Royalty	Variable monthly metric tracking fee applied based on the total number of individuals enrolled within the program loop [cite: 18].	\$[] / user

6. BREACH REMEDIES, REVOCATION & GOVERNING LAW

6.1 ****Automatic Revocation:**** If the Licensee fails to clear recurring licensing fees within a [Insert Number, e.g., 7-day] window, or breaches any copyright guidelines, the limited execution license automatically revokes instantly [cite: 18].

6.2 ****Governing Law:**** This double-part agreement is governed exclusively by the courts and statutory commercial frameworks of [Insert State/Territory, e.g., New South Wales, Australia] [cite: 18].

Binding Execution Affirmation: By signing below, both parties formally declare that they have read, comprehended, and agree to be legally bound by all non-disclosure protections (Part I) and copyright licensing fee parameters (Part II) established within this deed.

Authorized Founder Signature (Licensor)

Name / Title: [Insert Signatory Details]

Date: ____ / ____ / 20____

Authorized Partner Signature (Licensee)

Name / Title: [Insert Signatory Details]

Date: ____ / ____ / 20____