

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of [Effective Date], by and between [Disclosing Party Name], a [State/Country] corporation with its principal place of business at [Address] ("Disclosing Party"), and [Receiving Party Name], a [State/Country] corporation with its principal place of business at [Address] ("Receiving Party").

1. Purpose. The Disclosing Party possesses certain confidential and proprietary information ("Confidential Information") that it wishes to disclose to the Receiving Party for the purpose of the Receiving party's vendor evaluation procedures.

2. Confidential Information. Confidential Information includes but is not limited to business plans, financial data, product information, trade secrets, and any non-public information disclosed by one party to the other, whether in written, oral, or electronic form.

3. Obligations of the Receiving Party. The Receiving Party agrees to:

- (a) Maintain the confidentiality of the Confidential Information;
- (b) Not disclose or distribute the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (c) Use the Confidential Information solely for the Purpose stated in this Agreement;
- (d) Take all reasonable steps to protect the Confidential Information from unauthorized disclosure.

4. Exclusions. Confidential Information does not include information that:

- (a) Is or becomes publicly available through no fault of the Receiving Party;
- (b) Is lawfully received from a third party without restriction;
- (c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (d) Is required to be disclosed by law or governmental authority, provided that the Receiving Party gives prior notice to the Disclosing Party.

5. Term. This Agreement shall remain in effect for a period of [Timeframe] from the Effective Date, unless terminated earlier by written agreement of both parties

6. Return or Destruction of Confidential Information. Upon termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information at the request of the Disclosing Party.

7. No License or Warranty. Nothing in this Agreement grants the Receiving Party any rights to the Disclosing Party's intellectual property, nor does it constitute a representation or warranty regarding the accuracy or completeness of the Confidential Information.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

9. Miscellaneous. (a) This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements; (b) Any amendments must be in writing and signed by both parties; (c) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

Disclosing Party:

Receiving Party:

Name:

Name:

Date:

Date: