**PROCUREMENT AGREEMENT**

This Procurement Agreement ("Agreement") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_ ("Buyer"), and \_\_\_\_\_\_\_\_\_\_\_\_\_ ("Supplier").

**SCOPE OF WORK**

1. Description of Goods/Services

[*Provide a detailed description of the goods or services to be supplied.*]

1. Quantity

[*Specify the quantity of goods or the nature and extent of services.*]

1. Timeline

[*Outline the timeline for completion of the supply.*]

**CONFIDENTIALITY**

1. Non-Disclosure: Supplier agrees to treat all confidential information disclosed by Buyer as confidential and will not disclose such information to any third party without Buyer's prior written consent.

2. Return or Destruction: Upon termination of this Agreement, Supplier must return or destroy all copies of confidential information received from Buyer.

**INTELLECTUAL PROPERTY**

1. Ownership: All intellectual property arising from the supply of goods or services shall remain the property of Buyer.

2. Use Restrictions: Supplier will not use Buyer's confidential information for purposes other than those set out in this Agreement.

**PAYMENT TERMS**

1. Payment Schedule

[Describe the schedule for payment, including any milestones or stages of payment.]

1. Method of Payment

[Specify the method of payment, such as check, bank transfer, etc.]

**DISPUTE RESOLUTION**

1. Mediation

Any disputes arising out of this Agreement will first be subject to mediation efforts.

1. Legal Action

If mediation does not resolve the dispute, the parties agree to submit the dispute to arbitration or litigation as agreed upon by the parties.

**GENERAL PROVISIONS**

1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Amendments

This Agreement may be amended only by a written instrument signed by both parties.

1. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, except as expressly incorporated herein by reference.

By signing below, the parties acknowledge that they have read and understood this Agreement and agree to be bound thereby.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Buyer's Name] [Date] [Supplier's Name]