**NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (“the Agreement”) is made effective as of <start date> by and between Acme, Inc., a Delaware corporation having a place of business at One Wayside Road, Burlington, MA 01803, USA (“Acme, Inc.”), and <Account name> corporation having a place of business at <Account address> (“Vendor”). Acme, Inc. and Vendor are sometimes referred to individually as “a Party” and collectively as “the Parties.” Either Party may be a disclosing Party or a receiving Party under this Agreement.

In consideration of the mutual covenants stated below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1. **Definitions**. “Confidential Information” is Acme, Inc.’s and Vendor’s Information that are marked as “Confidential” or “Proprietary” at the time of disclosure or, if disclosed orally or visually, that are treated as confidential or proprietary at the time of disclosure and, within thirty (30) days of disclosure, are designated as “Confidential” or “Proprietary” in writing to the receiving Party. Information contained in any RFP document shall be deemed Acme, Inc. Confidential Information. Each Party’s Confidential Information may be used by the other Party only for purpose of this NDA.

2. **Exceptions**. The following shall not be “Confidential Information”: information that (a) can be demonstrated by written records was in the receiving Party’s possession prior to disclosure by the disclosing Party; (b) is or becomes publicly known or readily ascertainable without breach of this Agreement; (c) is lawfully received by the receiving Party from a third party without an obligation of confidentiality; (d) is disclosed by the disclosing Party to a third party without an obligation of confidentiality on the part of the third party; (e) is independently developed by the receiving Party; or (f) is disclosed by the receiving Party with the disclosing Party’s prior written consent.

3. **Obligations**. (a) During the Term of this Agreement or while this Agreement is effective, and for a period of three (3) years thereafter, the receiving Party shall protect the disclosing Party’s Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or publication of the Confidential Information to third parties as the receiving Party uses to protect its own Confidential Information of a like nature. The receiving Party shall provide reasonable prior notice to the disclosing Party and shall cooperate with the disclosing Party to request a protective order, if the disclosing Party so desires, if the receiving Party is required to disclose the Confidential Information under a subpoena or court order or by other operation of law. Notwithstanding the foregoing, the receiving Party may disclose the disclosing Party’s Confidential Information to its employees, agents, consultants, and professional representatives who have a need to know such Confidential Information in order to accomplish the purpose of this Agreement and who have a duty of confidentiality to the receiving Party. (b) The receiving Party shall comply with all applicable export control laws.

4. **Return of Confidential Information**. Upon written request of the disclosing Party, the receiving Party shall promptly return or destroy all of the disclosing Party’s Confidential Information.

5. **Term**. The Term of this Agreement commences on the date first set forth above and extends for a period of one year thereafter unless otherwise agreed upon in writing. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party, but such termination shall not relieve the Parties of their obligations under Section 3 of this Agreement.

6. **Warranties**. The disclosing Party warrants that it has the right to make the disclosures under this Agreement. The receiving Party warrants that it will protect the disclosing Party’s Confidential Information in accordance with this Agreement. THE PARTIES MAKE No other warranties. Any information DISCLOSED UNDER THIS AGREEMENT is provided "as is."

7. **No License**. Neither Party acquires any license under any patent, trademark, mask work, copyright, or other proprietary right under this Agreement. This Agreement imposes no obligation on either Party to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products.

8. **Assignment**. Neither Party may assign this Agreement without the other Party’s prior written consent except in the case of the sale of all or substantially all of the Party’s assets.

9. **Choice of Law**. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflict of laws principles.

10. **Relationship of the Parties**. This Agreement does not create any agency or partnership relationship between the Parties.

11. **Severability**. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be reformed to be enforceable to the maximum extent permitted by law or severed, and the remainder of this Agreement shall continue in full force and effect.

12. **Injunctive Relief**. The Parties acknowledge and agree that in the event of a breach of this Agreement by a Party, the non-breaching Party shall suffer irreparable harm, and no remedy at law will afford the non-breaching party adequate compensation against such harm. Accordingly, the Parties agree that the non-breaching Party shall be entitled to specific performance of the breaching Party’s obligations under this Agreement, in addition to any other available remedy.

13. **Integrated Agreement**. This Agreement is the Parties’ complete and final agreement and understanding, and supersedes all prior and contemporaneous representations, agreements, and understandings, whether oral or written, concerning Acme, Inc.’s and Vendor’s Confidential Information. This Agreement may be amended or modified only by a writing signed by both Parties.

14. **Execution**. This Agreement may be executed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A facsimile of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first set forth above.

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| Account |  | Acme, Inc |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
|  |  |  |
| Printed Name and Title |  | Printed Name and Title |
|  |  |  |
| Date Signed |  | Date Signed |