

Contract Draft - NDA Template - Standard

Effective Date: 08/06/2025

Agency: Department of Commerce

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#### ## Non-Disclosure Agreement (Standard)

This Non-Disclosure Agreement (the “ Agreement ” ) is entered into by and between Agency.commerce (the “ Agency ” ) and [Contractor] (the “ Contractor ” ) (collectively, the “ Parties ” ), effective as of 08/06/2025.

WHEREAS, the Parties intend to engage in discussions or share information related to Please generate the contract for the software purchase for cloud computing for the fiirm arch systems, which may involve the disclosure of confidential or proprietary information;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### 1. \*\*Confidential Information\*\*

“ Confidential Information ” shall include all technical, business, or financial information disclosed by either Party, whether orally or in writing, that is designated as confidential or which reasonably should be understood to be confidential.

#### 2. \*\*Obligations\*\*

The receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information using reasonable means;
- Not disclose it to third parties without prior written consent;
- Use the information only for the purpose specified in this Agreement.

#### 3. \*\*Exclusions\*\*

Confidential Information does not include information that:

- Was publicly known at the time of disclosure;

- Becomes publicly known through no fault of the receiving Party;
- Is independently developed without use of or reference to the disclosing Party ' s information.

4. **\*\*Term\*\***

This Agreement shall remain in effect for a period of two (2) years from the Effective Date, or until [TBD], unless otherwise terminated in writing by mutual agreement.

5. **\*\*Return of Materials\*\***

Upon termination of the Agreement or upon written request, each Party shall promptly return or destroy all Confidential Information of the other Party.

6. **\*\*No License\*\***

Nothing in this Agreement grants any rights in or to the Confidential Information except as expressly set forth herein.

7. **\*\*Governing Law\*\***

This Agreement shall be governed by the laws of the United States and the applicable federal regulations.

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Custom Clause (LLM Generated)

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This Agreement, effective as of 08/06/2025 ("Effective Date"), is entered into by and between the Department of Commerce (the "Agency") and Arch Systems (the "Contractor") for the purpose of software purchase for cloud computing. The term of this Agreement shall continue until such time as specified in Exhibit A or until mutually agreed upon by both parties. The specific scope, amount, and duration of the services to be provided by the Contractor shall be as set forth in Exhibit A, or as otherwise mutually agreed upon in writing by the Agency and the Contractor.

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Custom Clause (LLM Generated)

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This Agreement, effective as of 08/06/2025 ("Effective Date"), is entered into by and between the Department of Commerce (the "Agency") and Arch Systems (the "Contractor") for the purpose of software purchase for cloud computing. The term of this Agreement shall continue until such time as specified in Exhibit A or until mutually agreed upon by both parties. The specific scope, amount, and duration of the services to be provided by the Contractor shall be as set forth in Exhibit A, or as otherwise mutually agreed upon in writing by the Agency and the Contractor.