

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 the software purchase is for the firm arch systems. please provide a draft of the contract, 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.

Custom Clause (LLM Generated)

Clause:

This Agreement is entered into by and between the Department of Commerce (the "Agency") and Arch Systems (the "Contractor"), effective as of 08/06/2025, and shall remain in effect until a date to be determined ("Expiry Date"). The purpose of this Agreement is for the Agency to procure software from the Contractor, as further detailed in Exhibit A. In the event Exhibit A does not specify the scope, amount, duration, or other terms, such terms shall be mutually agreed upon by the Agency and the Contractor.

Custom Clause (LLM Generated)

This Agreement is entered into by and between the Department of Commerce (the "Agency") and Arch Systems (the "Contractor"), effective as of 08/06/2025, and shall remain in effect until a date to be determined ("Expiry Date"). The purpose of this Agreement is for the Agency to procure software from the Contractor, as further detailed in Exhibit A. In the event Exhibit A does not specify the scope, amount, duration, or other terms, such terms shall be mutually agreed upon by the Agency and the Contractor.