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| IMPORTANT NOTICE (*Delete This Box Before Signing*)  **Disclaimer**. This document should not be construed as legal, financial, tax, or investment advice for any particular facts or circumstances. This document is designed to be a starting point only and should be tailored to meet your specific requirements. Consult an attorney before entering into any binding legal obligations in connection with this document. The use of this document is further subject to our Terms of Use available here: <https://www.degoverned.com/terms>. |

**MUTUAL NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement (“**Agreement**”) is entered into on the date of the later signature (“**Effective Date**”) between {# party\_1\_name #}, and {# party\_2\_name #} (each a “**Party**” and together the “**Parties**”). A party disclosing its Confidential Information (as this term is defined below) to the other party is a “**Disclosing Party**.” A party receiving the Confidential Information of a Disclosing Party is a “**Receiving Party**.”

# SUBJECT OF AGREEMENT

## This Agreement is made for the purpose of protecting the confidentiality of certain information that Disclosing Party may disclose to Receiving Party solely during the course of performance of the Project (as defined below).

## “**Project**” means: {# project #}.

# CONFIDENTIAL INFORMATION DEFINED

## “**Confidential Information**” means Disclosing Party’s information (in oral, written, visual or any other form), including:

## information that Disclosing Party designates as confidential;

## the terms of this Agreement and information that Disclosing Party discloses to Receiving Party in the course of performing under this Agreement, other than the fact that the Parties have entered into this Agreement;

## all information relating to trade secrets, markets, marketing plans, business opportunities, research, assets, liabilities, prices, costs, revenues, profits, finances, investors, products, product plans, development efforts, know-how, patents, inventions, algorithms, equipment, ideas, formulae, programs, user interfaces, software, software source documents, designs, sketches, schematics, drawings, works of authorship, models, procedures, processes, techniques, methods, strategies, research, organization, employees, agents, resellers, contracts, customer data, and customer information; and

## any other information that Receiving Party knows or reasonably should know to be Confidential Information of Disclosing Party.

## Confidential Information does not include information that:

## is generally available to the public;

## either Party has received from a third party without any obligation of confidentiality;

## was in the possession of Receiving Party prior to receipt from Disclosing Party without any related obligation of confidentiality; or

## Receiving Party has independently developed without using material or information received from Disclosing Party.

# OBLIGATION TO MAINTAIN CONFIDENTIALITY

Receiving Party will hold in strict confidence and not disclose Confidential Information to any third party and will not use Confidential Information for purposes other than the performance of the Project without Disclosing Party’s prior written consent. Receiving Party will limit access to the Confidential Information to only those of its employees or authorized representatives that have a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained in this Agreement.

# SAFEGUARDS

Receiving Party will take reasonable measures to safeguard Confidential Information. If Receiving Party loses or discloses any of the Confidential Information without authorization, Receiving Party will promptly notify Disclosing Party in writing and take reasonable measures to minimize any damage to Disclosing Party or a third party as a result of the disclosure or loss.

# PERMITTED DISCLOSURE

The Parties may provide access to Confidential Information if required to do so by law, rule, or regulation, provided that Receiving Party gives as much notice as is reasonably practical and provides reasonable assistance to Disclosing Party in challenging the disclosure required by law, rule, or regulation.

# TERM OF AGREEMENT

Each Party’s obligations concerning Confidential Information contained in this Agreement will remain in effect until the Confidential Information is destroyed. Upon Disclosing Party’s written request, Receiving Party will promptly return to Disclosing Party all documents and other tangible materials containing any Confidential Information.

# REMEDIES

If Receiving Party breaches its obligations of confidentiality or unauthorized use of Confidential Information, Disclosing Party will suffer irreparable harm for which recovery of damages would be inadequate and will be entitled to obtain timely equitable relief, which includes injunctive relief and monetary damages.

# MISCELLANEOUS PROVISIONS

## **Successors and Assigns**. This Agreement will be binding on the Parties’ successors and assigns.

## **Modification; Waiver**. This Agreement may not be modified or amended except by a written instrument signed by both Parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the Party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.

## **Notices**. All notices and other communications required or permitted by this Agreement to be in writing will be effective upon receipt, which must be acknowledged by the receiving Party, and must be sent by hand, e-mail, facsimile, or air courier to the address provided on this Agreement’s signature page. The Parties may change the names, addresses and e-mail addresses for notices by means of a written notice given to the other Party at least 5 days prior to the effective date of such change.

## **No Third-Party Beneficiaries**. This Agreement has been entered into for the sole benefit of the Parties and does not confer any benefits on any third parties.

## **Governing Law**. This Agreement and all actions arising out of or in connection with this Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict-of-laws provisions.

## **Resolution of Disputes**. The Parties will attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of this Agreement through binding arbitration conducted in accordance with the rules of the American Arbitration Association in New York. Any award issued as a result of such arbitration will be enforceable in any state or federal court.

## **Waiver of Jury Trial**. The Parties waive their rights to a trial by jury of any dispute relating to this Agreement.

## **Severability**. If any of the provisions of this Agreement are or become illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement will remain in full force and effect without being impaired or invalidated.

## **Survival**. Termination of this Agreement does not release any Party from liabilities or obligations set forth in the Agreement which (a) the Parties have expressly agreed would survive termination or (b) remain to be performed.

## **Entire Agreement**. This Agreement contains the entire understanding of the Parties with respect to the matters contained in it and supersedes all previous agreements and undertakings of the Parties relating to the same subject matter.

[*Signature Page Follows*]

**SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **{# party\_1\_name #}** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| {# IF party\_1\_is\_entity == `yes` #} | |
| Name: | {# party\_1\_signer\_name #} |
| Title: | {# party\_1\_signer\_title #} |
| {# END-IF #} | |
| Email: | {# party\_1\_email #} |
| Address: | {# party\_1\_address #} |

|  |  |
| --- | --- |
| **{# party\_2\_name #}** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| {# IF party\_2\_is\_entity == `yes` #} | |
| Name: | {# party\_2\_signer\_name #} |
| Title: | {# party\_2\_signer\_title #} |
| {# END-IF #} | |
| Email: | {# party\_2\_email #} |
| Address: | {# party\_2\_address #} |