

NON-DISCLOSURE (CONFIDENTIALITY) AGREEMENTS – CHECKLIST

COMPANY:

DATE:

| Provision | | Description | Notes |
|---|---|---|--|
| Parties to Agreement | ✓ | Provide the legal name of each party. | |
| Purpose of Agreement | | Specific purpose; reference to RFI/RFQ/RFP; project name | |
| Definition of Proprietary Information | | Information such as, but not limited to the suppliers, cost and pricing data, methods, procedures, software, equipment, ideas, strategy, etc. | |
| Conditions and form of the information to be disclosed | | Provide for written and oral disclosure with written material being properly marked as proprietary and oral information being reduced in writing and appropriately marked within 15 days of oral disclosure. | |
| Standard of Care | | Each party will use the same degree of care for the information o the other party as they would their own. | |
| Conditions invalidating the disclosed material as proprietary | | List: <ul style="list-style-type: none"> a. Information already in the public domain b. Becomes part of public domain without breach of agreement c. Was previously disclosed to a third party by the disclosing party without restriction d. Was independently developed by receiving party e. Disclosing party allows further disclosure in writing f. Is disclosed by court order | |
| Points-of-Contact for confirmed disclosure | | Although disclosure may be made to more than one person within either party's organization, written disclosure is restricted to one or more individuals identified, in writing, in the agreement or later appended to the agreement. | Points-of-Contact for confirmed disclosure |
| Patents and Inventions | | Agreement does no grant, imply or create rights, title, interest, or license for patents, technical data, software, etc. | |
| No commitments | | Disclosure does no infer right of either party to commit the other without prior written consent. | |
| Non-Hiring | | Each Party agree not to hire the other's employee during a period of one (1) year from date of Agreement | |
| Governed by | | Laws of the State of (Company Preferred State). | |
| Limitation of Liability of Disclosing Party | | Disclosing Party has right to disclose; does not warrant accuracy or completeness of disclosed proprietary information. | |
| Assignment of Transfer | | May not be transferred without written approval. | |
| Amendments/Waivers | | Agreement must be amended in writing by mutual consent. | |