

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (â€œAgreementâ€) is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_ (â€œDisclosing Partyâ€) and \_\_\_\_\_ (â€œContractual Project Managerâ€ or â€œReceiving Partyâ€).

## 1. Definition of Confidential Information

For the purposes of this Agreement, â€œConfidential Informationâ€ refers to any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and that the Disclosing Party considers confidential or proprietary. Confidential Information includes, but is not limited to, business operations, financial information, technical data, project plans, client lists, and other sensitive project-related documents.

## 2. Obligations of Receiving Party

1. The Receiving Party agrees to use the Confidential Information solely for the purpose of performing work under the contractual agreement between the parties.
2. The Receiving Party will not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Confidential Information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party; or
- Is lawfully received from a third party without breach of this Agreement; or
- Is already known by the Receiving Party prior to disclosure by the Disclosing Party.

## 4. Duration

The Receiving Partyâ€™s duty to maintain the confidentiality of the Confidential Information remains in effect for a period of two (2) years from the date of disclosure, or until the Confidential Information no longer qualifies as confidential, whichever is earlier.

## 5. Return of Materials

Upon termination of the agreement or upon the Disclosing Partyâ€™s written request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

## 6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of \_\_\_\_\_.

## 7. Signatures

\_\_\_\_\_  
Disclosing Party

Date: \_\_\_\_\_

Contractual Project Manager

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Date: \_\_\_\_\_