

Basic Unilateral Non-Disclosure Agreement (NDA)

This Unilateral Non-Disclosure Agreement ("Agreement") is entered into as of by and between:

Disclosing Party:

Receiving Party:

1. Definition of Confidential Information

"Confidential Information" means any non-public information, in any form, disclosed by the Disclosing Party to the Receiving Party relating to the vendor engagement, including but not limited to business, technical, financial, or customer information.

2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information.
- Not disclose Confidential Information to any third party without prior written consent.
- Use Confidential Information solely to evaluate or perform obligations relating to the vendor engagement.

3. Exclusions

The obligations above do not apply to information that:

- Is publicly available through no breach of this Agreement by the Receiving Party;
- Is received from a third party lawfully;
- Is independently developed by the Receiving Party without reference to the Confidential Information;
- Is required to be disclosed by law or regulation.

4. Term

This Agreement shall remain in effect for _____ years from the date of last disclosure.

5. Return or Destruction

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information in their possession.

6. No License

Nothing in this Agreement shall be construed as granting any license or right under any intellectual property of the Disclosing Party.

7. Governing Law

This Agreement will be governed by the laws of _____.

Disclosing Party
(Signature, Name, Title, Date)

Receiving Party
(Signature, Name, Title, Date)