

Contractor Project-Based Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date") by and between:

- **Disclosing Party:** _____
- **Contractor (Receiving Party):** _____

Together referred to as the "Parties".

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Contractor, which is not generally known to the public and which the Contractor understands is proprietary.

2. Obligations of Contractor

1. The Contractor shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
2. The Contractor agrees to use the Confidential Information solely for the purpose of the project described as: _____.
3. Reasonable measures must be taken by the Contractor to protect the secrecy of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement;
- Is received legally from a third party without restriction;
- Is independently developed by the Contractor without reference to the Confidential Information.

4. Term

This Agreement shall remain in effect for ____ years from the Effective Date or until such time as the Confidential Information no longer qualifies as confidential.

5. Return of Materials

Upon request, the Contractor shall return or destroy all materials containing Confidential Information.

6. Governing Law

This Agreement shall be governed by the laws of _____.

7. Signatures

Disclosing Party

Name: _____

Title: _____

Date: _____

Contractor

Name: _____

Title: _____

Date: _____