Non-Disclosure Agreement (NDA) Template for Suppliers Tendering

This non-disclosure agreement ("Agreement") is made and entered into by and between [Company Name], a [State/Country] corporation with its principal place of business at [Address] (hereinafter referred to as "Disclosing Party") and [Supplier Name], a [State/Country] corporation with its principal place of business at [Address] (hereinafter referred to as "Recipient").

WHEREAS, Disclosing Party may provide certain confidential information to Recipient in connection with the tendering process for [Project Name] (hereinafter referred to as the "Project");

WHEREAS, Recipient desires to receive such confidential information from Disclosing Party and agrees to protect the confidentiality of the confidential information in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Definition of Confidential Information "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Recipient, in writing or orally, including but not limited to, information related to the Project, bid specifications, pricing information, trade secrets, intellectual property, customer data, financial information, and any other information marked or identified as confidential by the Disclosing Party at the time of disclosure.

Obligations of Recipient The Recipient agrees to use the Confidential Information solely for the purpose of evaluating and submitting a bid for the Project and to take reasonable measures to protect the confidentiality of the Confidential Information.

The Recipient shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to the extent necessary to submit a bid for the Project. The Recipient shall limit access to the Confidential Information to its employees, agents, and contractors who have a need to know for the purpose of submitting a bid for the Project and who are bound by obligations of confidentiality and non-use at least as restrictive as those set forth in this Agreement. The Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorised use or disclosure of the Confidential Information.

Term and Termination This Agreement shall commence on the date of signature by both parties and shall remain in effect until [insert date or event], unless terminated earlier by mutual written agreement of the parties. Upon termination of this Agreement, the Recipient shall promptly return all Confidential Information to the Disclosing Party or destroy all Confidential Information, including all copies, in its possession or control.

Exceptions The obligations of confidentiality and non-use under this Agreement shall not apply to any Confidential Information that:

a) is already known to the Recipient prior to disclosure by the Disclosing Party

(b) is or becomes publicly available through no wrongful act of the Recipient;

c) is rightfully received from a third party without any obligation of confidentiality

(d) is independently developed by the Recipient without use of the Confidential Information;

(e) is required to be disclosed by law, regulation, court order or government agency, provided that the Recipient provides the Disclosing Party with prompt notice of such requirement prior to disclosure and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

Remedies In the event of any breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, as well as any other legal remedies available at law or in equity, without the requirement to post a bond or other security.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State/Country in which the Disclosing Party is located.

Entire Agreement This Agreement constitutes the entire agreement between the parties and supplier.

**Disclosing Party**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Receiving Party**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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