

# Non-Disclosure Agreement (NDA)

Form: **FRM-74-04**

Revision: **A**

03/2019



Between CP-CARRILLO, Inc. and \_\_\_\_\_ ("Supplier"),

for Project \_\_\_\_\_ ("Project"), as of \_\_\_ / \_\_\_ / \_\_\_

1. Each party is in exclusive possession of certain data, information and intellectual property, including but not limited to technical information and know-how which it considers confidential and proprietary ('Information').
2. The parties wish to disclose to each other Information to carry out the Project. The parties agree to accept the other party's Information disclosed in course of the Project on the basis of these terms upon which they will exchange Information and upon which a party is given access to the other party's Information.
3. Each party will disclose Information to the other party for the purpose of carrying out the Project only. Each party agrees to hold in strict confidence any and all of the other party's Information disclosed to it by the other party except for Information which the receiving party can establish by competent proof that it is:
  - a. Information which at the time of disclosure was in the public domain;
  - b. Information which after disclosure became part of the public domain by publication or otherwise; except by breach of these Terms;
  - c. Information which was in the respective party's possession at the time of disclosure by the other party and was not acquired directly or indirectly from the other party;
  - d. Information which the receiving party has received from another person; provided, however, that such information was not obtained by the third party directly or indirectly from the other party.
4. Each party agrees that it will not use, either directly or indirectly, the other party's Information which it is required hereunder to keep confidential for any purpose other than carrying out the Project without first obtaining written approval from the other party.
5. Each party agrees that it will strictly limit dissemination of the other party's Information within its corporation and affiliated corporations to those employees with a need to know.
6. Each party grants, warrants and represents that none of its shareholders, employees, managers, directors or contractors nor any corporation affiliated with the respective party, its shareholders, employees, managers, directors or contractors nor shareholders, employees, managers, directors or contractors of corporations affiliated with respective party will behave in a manner that would constitute a breach of contract if such conduct were carried out by the respective party.
7. Each party reserves the sole ownership of its rights to Information disclosed to the other party (including but not limited to intellectual property rights, all attached rights and/or similar rights). Information developed or originated by one party or its employees in course of the project is solely owned by that party.
8. Upon a party's request or upon termination of these Terms, then, in such event, each party will return to the other party all Information previously obtained from it or, at the election of the other party as to any such Information, cause it to be destroyed and deliver to the other party a certificate to the effect that it has been destroyed.

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- 9. These Terms shall be effective as of the date first written above and shall remain in force for a period of ten years (10) thereafter. The obligations of confidentiality and restrictions of utilisation hereunder shall survive the termination of these Terms.
- 10. These Terms constitute the final, complete and exclusive statement of the agreement among the parties hereto as to the subject matter hereof, and all other prior or contemporaneous oral or written agreements of the parties hereto with respect to the subject matter hereof are merged herein and superseded hereby.
- 11. These Terms may be modified or amended only by express written agreement of the parties hereto, assenting to such modification or amendment.
- 12. No waiver by any party of any provision hereof or part thereof at any time shall constitute or evidence a waiver by such party of any other provision or other part of such provision or of the same provision or part at any other time.
- 13. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The invalidity or unenforceability of any provision hereof or part thereof shall not affect the validity or enforceability of any other provision hereof or any other part of such provision.
- 14. No party may assign the agreement which is based upon these Terms to any third party without first obtaining written approval from the other party.
- 15. For any violations of the non-disclosure agreement, the compliant party shall be entitled to monetary damages in addition to all other reasonable expenses and attorney's fees.
- 16. The validity and construction of these Terms as well as all actual and future business relationships shall be governed by the laws California.
- 17. All disputes arising between the parties concerning the interpretation and/or execution of these Terms and/or concerning actual and future business relations between the parties shall be exclusively deferred to the jurisdiction of the courts of Orange County, California

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For and on behalf of CP-CARRILLO \_\_\_\_\_

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For and on behalf of Supplier \_\_\_\_\_