

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“*Agreement*”) is entered into between _____ (“*Museum*”), and the undersigned person (“*Receiving Party*”) for the limited purpose of permitting Receiving Party and Museum to evaluate a future potential business relationship. Museum is willing to disclose Confidential Information as defined below to Receiving Party only on the condition that the Receiving Party will not disclose or use that Confidential Information for any purpose other than to evaluate a potential business relationship with Museum. Museum and Receiving Party may be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

1. For purposes of this Agreement, the term “*Confidential Information*” includes Museum’s unpublished concepts and ideas, unpublished works of authorship, discoveries, formulas, patterns, compilations, software programs and apps, devices, methods, techniques, processes, financial data, bank statements and records, sales transactions, attendance information, salary information, plans for development and expansion, business plans, budgets, unpublished lists of donors, potential donors, potential partners, vendors and consultants, member lists and information, discussions and negotiations between the Parties and the proposed project which is the subject of the Parties’ negotiations and discussions, and any other proprietary information of Museum that has actual or potential economic value to Museum and that is not generally known to or readily ascertainable by proper means by others.

2. Receiving Party agrees that it will hold in strictest confidence and will not disclose, use, or publish any Confidential Information except as such disclosure, use or publication: (a) may be required in connection with any work in which Receiving Party is engaged for Museum, (b) is expressly authorized by an officer of Museum in writing, or (c) is pursuant to a court order or subpoena; provided, however, that Receiving Party shall, to the extent legally permissible, provide prompt notice of such court order or subpoena to Museum to enable Museum to seek a protective order or otherwise prevent or restrict such disclosure.

3. Receiving Party shall limit dissemination of Confidential Information to persons involved in the evaluation of Confidential Information. Receiving Party represents that any person involved in the evaluation on Receiving Party's behalf is either under contract to Receiving Party not to disclose any information received from Receiving Party, or will become so obligated to Receiving Party prior to receiving Confidential Information.

4. The obligations of paragraphs 1 through 3 hereof shall terminate with respect to Confidential Information only when Receiving Party can document that:

- a. the Confidential Information was in the public domain at the time of Museum’s communication thereof to Receiving Party;
- b. the Confidential Information entered the public domain through no fault of Receiving Party;
- c. the Confidential Information was in Receiving Party’s possession free of any obligation of confidence at the time Museum’s communication thereof to Receiving Party; and

- d. the Confidential Information was rightfully communicated to Receiving Party free of any obligation of confidence by a third party.

5. THE MUSEUM IS PROVIDING CONFIDENTIAL INFORMATION ON AN “AS IS” BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE MUSEUM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. All Museum Confidential Information shall remain the property of Museum and shall be returned to Museum promptly at its request, together with all copies thereof made by Receiving Party during the evaluation process and all work papers generated by Receiving Party during the evaluation process, which include any of Museum’s Confidential Information.

7. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the state where Museum is located, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in state and/or federal courts for the county and state where Museum is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

8. Receiving Party acknowledges that its breach of this Agreement may cause irreparable damage to Museum and hereby agrees that Museum will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

9. Nothing herein is intended to nor shall it in any way obligate Museum to enter into a contract of any kind with Receiving Party, to continue discussions hereunder with Receiving Party, or to pay any expenses incurred by Receiving Party in preparing for these discussions, or preparing a bid, as a result of the discussions governed by this Agreement.

[RECEIVING PARTY]

DATE

Signature: _____

Name: _____

Email: _____

Address: _____
