**NON-DISCLOSURE AGREEMENT**

**State Confidential Information**

This Non-Disclosure Agreement (“Agreement”) has been made and entered into as of \_\_\_\_\_\_\_ between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) located at 3115 N. Lincoln Oklahoma City, Oklahoma 73105 and \_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_ (“Receiving Party”).

This Agreement is signed with the purpose of preventing unauthorized disclosure of Confidential Information, as defined in the Solicitation and resulting Contract. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and Confidential Information. The Agreement is also governed by the laws of the State of Oklahoma, including the State’s Open Records Act.

**Terms and Conditions**

1. Confidential Information refers to any information that is disclosed by State to Receiving Party, either directly or indirectly in writing or by inspection of tangible or intangible objects. Confidential Information may also refer to any information that is disclosed to a State entity. Confidential Information does not include information that (a) has been independently developed by or for Receiving Party without access or reference to, or use of, Confidential Information; (b) is lawfully received free of restriction from another source having the right to furnish such information; (c) is or becomes lawfully in the public domain other than through a breach of this Agreement; (d) was lawfully known by Receiving Party prior to disclosure; (e) State agrees in writing is free of such restrictions; or (f) is generally disclosed by State to third parties without a duty of confidentiality.
2. The parties hereby agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement; (b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to this Confidential Information of State to maintain confidentiality of the Confidential Information; (c) Receiving Party shall exercise as least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard the confidentiality of Receiving Party’s own Confidential Information; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a “need to know” basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth herein; (e) Receiving Party may disclose State’s Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that Receiving Party will notify State within twenty-four hours of receipt of such order by a court or other governmental order or by request made pursuant to applicable law to afford State a reasonable opportunity to object to such disclosure. Where disclosure is required by law, such disclosure shall not constitute a breach of this Agreement.
3. Receiving Party shall take utmost care to ensure the Confidential Information received from State is protected. All employees who have access to the information will be required to sign a similar non-use and non-disclosure agreement to protect the Confidential Information. There will be no copies made of the Confidential Information unless previously agreed upon in writing by both parties. In an event that the Confidential Information is disclosed Receiving Party will immediately inform the State.
4. Receiving Party will return or provide documentation attesting to the destruction of State’s Confidential Information in its possession at the termination of the Agreement. Signing of this Agreement does not give either of the parties the patent, mask work or copyright of the Confidential Information.
5. All information provided by State is provided “as is” and there is no warranty about the accuracy of the same.
6. Signing of this Agreement does not give Receiving Party ownership rights to the Confidential Information.
7. This Agreement shall terminate the earlier of the one year anniversary of the date of this Agreement or when the purpose of the Agreement has been met.
8. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement is made under and shall be construed according to the laws of Oklahoma. Exclusive venue for all actions will be in state court, Oklahoma County, State of Oklahoma.

Receiving Party’s Name

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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State of Oklahoma by and through the Oklahoma Office of Management and Enterprise Services

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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