

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is by and between the **Stockbridge-Munsee Community** with offices at N8476 Moh He Con Nuck Road, P.O. Box 70, Bowler, WI 54416 (“Tribe”), and \_\_\_\_\_ with offices located at \_\_\_\_\_ (“Receiving Party”).

WHEREAS, Tribe and Receiving Party have entered into discussions to \_\_\_\_\_ (herein after referred to as the “Project”) and, in the course of these discussions, Receiving Party will have access to Confidential Information (as defined below) about the Tribe; and

WHEREAS, the parties wish to protect such Confidential Information.

NOW, THEREFORE, the parties agree as follows:

1. “Confidential Information” means any and all confidential and/or proprietary information disclosed by the Tribe to the Receiving Party, which may include without limitation: financial information, business information, marketing data, trade secrets, and other data, materials, products, plans, specifications, reports, manuals, computer software or programs, contractual relationships and other similar information delivered in any form or media.
2. Confidential Information is disclosed to Receiving Party solely for the purpose of providing services for the Project. Receiving Party agrees to hold such Confidential Information in strict confidence. Receiving Party agrees not to use, divulge, reproduce or otherwise make available the Confidential Information other than for the purposes of the Project and to disclose it only to its officers, agents, employees, partners, and professional advisors as necessary, who shall also be bound to comply with this Agreement.
3. Receiving Party shall protect the Confidential Information with at least the same degree of care that it uses to protect its own confidential information, but in no case, less than reasonable care.
4. Receiving Party will immediately notify the Tribe upon the discovery of any loss or unauthorized disclosure of the Confidential Information.
5. Receiving Party shall have no obligations under this Agreement with respect to Confidential Information if it can demonstrate that the information: (a) is publicly available at the time of disclosure; (b) becomes publicly available after disclosure through no act of the receiving party or its representatives; (c) is in the receiving party’s possession free of obligation; (d) is developed by the receiving party without use of the Confidential Information or through other breach of this Agreement; (e) is disclosed to the receiving party by a third party without obligation; (e) is not identifiable as confidential; or (f) is required to be publicly disclosed pursuant to a properly executed subpoena or other regulatory or court order (“Order”), provided the receiving party (i) gives reasonable written notice to the disclosing party, (ii) gives the disclosing party a reasonable opportunity to respond to the Order, and (iii) limits disclosure to that portion of the Confidential Information required by the Order.

6. Upon the request of Tribe, Receiving Party shall immediately return all Confidential Information received in written or tangible form, including all notes, copies, or media containing such Confidential Information. Alternatively, Tribe may direct Receiving Party to destroy such Confidential Information, in which case Receiving Party shall confirm such destruction in writing within twenty (20) days thereafter.

7. Receiving Party shall not disclose any Confidential Information to any other person or entity other than as provided herein, without Tribe's prior written consent. Neither party nor any of its representatives shall contact, either directly or indirectly, any governmental official, lender or other third party (other than a representative as provided herein) to discuss the Project or the business or the assets of the other party, or a potential business transaction with or concerning the other party, without first obtaining the written consent of the other party.

8. Waiver of any provision of this Agreement must be made in writing. A waiver or breach of one provision of this Agreement does not constitute a waiver or acceptance of a breach of another provision of this Agreement.

9. Neither party shall assign this Agreement to any third party without the prior written consent of the other party.

10. This Agreement shall have a term of three (3) years. Receiving Party's obligations in relation to technical and personally-identifiable information shall be indefinite.

11. The parties agree that a breach of this Agreement by the receiving party may cause irreparable damage to the Tribe and hereby agree that Tribe will be entitled to seek injunctive relief or other equitable relief to remedy or prevent any threatened or actual breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

RECEIVING PARTY:

TRIBE:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_