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**NON DISCLOSURE AGREEMENT  
BETWEEN**

**RGBSI Aerospace & Defense**  
2850 Presidential Dr., Suite 120  
Fairborn, Ohio 45324

and

**Company Name**  
**Company Address**

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) is entered into as of this ##<sup>th</sup> day of (Month) 2018 (“Effective Date”) between RGBSI Aerospace & Defense and (COMPANY NAME). The parties agree as follows:

- 1. Background and Definitions.** During the course of discussions between the parties relating to and for the purpose of a **potential teaming arrangement**, a party (“Disclosing Party”) may disclose to the other party (“Recipient”) information it considers proprietary and confidential which (a) relates to the Disclosing Party’s past, present and future research, development, business activities, products, software, services, and technical knowledge, and (b) has been identified as confidential or would be understood to be confidential by a reasonable person (“Confidential Information”).
- 2. Use of Confidential Information.** The Recipient may use Confidential Information only for the purpose identified in Section 1. The Recipient will not use the Disclosing Party’s Confidential Information in any way, except in connection with the purpose described above.
- 3. Protection of Confidential Information.** The Recipient agrees to protect the confidentiality of the Disclosing Party’s Confidential Information in the same manner it protects the confidentiality of its own similar confidential information. However, in no event shall the Recipient use less than reasonable care to protect Confidential Information. The Recipient will restrict access to the Confidential Information to its personnel, consultants, and similar individuals of its corporate affiliates engaged in a use permitted by this Agreement, provided they have entered into a non-disclosure or other confidentiality agreement with the Recipient.
- 4. Rights in Confidential Information.** Confidential Information disclosed under this Agreement will remain the property of the Disclosing Party. The Disclosing Party does not grant any express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights by this Agreement or any disclosure of Confidential Information under this Agreement.
- 5. Copying of Confidential Information.** Except as reasonably required for the purpose identified in Section 1, the Recipient shall not copy or reproduce Confidential Information of the Disclosing Party without the Disclosing Party’s prior written consent.
- 6. Return of Confidential Information.** The Recipient shall return all Confidential Information (including copies) that the Disclosing Party made available to the Recipient under this Agreement when (a) the purpose for disclosing the Confidential Information is completed, or (b) upon request by the Disclosing Party. Each party may retain, subject to the terms of this Agreement, a copy of Confidential Information required for compliance with its internal recordkeeping requirements.
- 7. Exceptions to Confidential Information.** Nothing in this Agreement prohibits or limits Recipient’s use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to the Recipient, before it was received from the Disclosing Party, (ii) independently developed by the Recipient without use of the Confidential Information, (iii) acquired by the Recipient from a third party which was not, to the Recipient’s knowledge, under an obligation to the Disclosing Party not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement by the Recipient.
- 8. Compelled Disclosure.** If either party receives a subpoena or other validly issued administrative or judicial process requesting the Confidential Information of the other party, the Recipient shall promptly notify the Disclosing Party and tender to the Recipient (or its representative) the defense of such demand. Unless the demand is timely limited, quashed or extended, the Recipient shall then be entitled to comply with such demand to the extent permitted

by law. If requested by the Disclosing Party (or its representative), the Recipient shall cooperate (at the expense of the Disclosing Party) in the defense of a demand.

- 9. No Restriction on Activities.** Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it does not breach this Agreement. Each party acknowledges that the other party may already have products or services similar to or competitive with those of the other party disclosed in the Confidential Information.
- 10. No Use of Name.** Neither party may use the name, trade name, trademark, logo, acronym or other designation of the other in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party.
- 11. Assignment, Modification and Waiver.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void. This Agreement can only be modified by the written agreement of the parties. A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced.
- 12. Complete Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 13. Enforceability.** If a court of competent jurisdiction finds any term of this Agreement to be invalid, illegal or otherwise unenforceable, it shall not affect the other terms of this Agreement, and that term shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable. The rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as provided in this Agreement.
- 14. Covenant Against Hiring.** During the term of the Agreement, including any extension or renewal thereof, and for a period of one (1) year thereafter, neither party shall hire any employee, part or full-time, of the other party without the prior written consent of the other party
- 15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without giving effect to conflict of law rules.

Use of the term "confidential" in this Agreement does not mean classified information. Information classified under E.O. 12958 by an original classification authority and designated and marked as TOP SECRET, SECRET, or CONFIDENTIAL is to be handled in accordance with the National Industrial Security Program Operating Manual (NISPO) February 2006 edition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

**RGBSI Aerospace & Defense**

**COMPANY NAME**

Name: Paul L. Hartman, Ph.D.

Name: \_\_\_\_\_

Title: Executive Vice President

Title: \_\_\_\_\_

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

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