

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Insert Date] by and between:

Disclosing Party:

Reno County Child Care Task Force

Receiving Party:

Name of Entity:	
Mailing Address:	
City, State, Zip Code:	
Email Address	
Phone Number:	

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of evaluating and/or entering into a potential business relationship or collaboration (the "Purpose"). This Agreement is intended to protect the Confidential Information disclosed by the Disclosing Party.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include any and all information, whether written, oral, or otherwise, disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to:

- Business strategies, plans, and financial data
- Product designs, developments, and marketing strategies
- Customer lists and details, supplier information, and operational procedures
- Any other proprietary information or data relating to the Disclosing Party's business

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) is known to the Receiving Party prior to disclosure by the Disclosing Party;
- (c) is received from a third party without breach of any confidentiality obligation;
- (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- (a) Maintain the confidentiality of the Confidential Information and not disclose it to any third parties without the prior written consent of the Disclosing Party.
- (b) Use the Confidential Information solely for the Purpose.
- (c) Take all reasonable measures to protect the Confidential Information from unauthorized use or disclosure.
- (d) Limit access to Confidential Information to employees, agents, or representatives who need to know such information for the Purpose, and who are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

4. Term and Termination

This Agreement shall remain in effect for a period of two (2) years from the date of disclosure. The obligations of confidentiality and non-use with respect to any Confidential Information disclosed prior to termination shall survive termination of this Agreement for a period of five (5) years after such termination.

5. Return or Destruction of Confidential Information

Upon the termination of this Agreement or at the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, notes, or any other materials derived from the Confidential Information.

6. No License

Nothing in this Agreement shall be construed as granting any rights or licenses to the Receiving Party under any patents, copyrights, trademarks, or trade secrets of the Disclosing Party.

7. No Warranty

The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information provided. The Disclosing Party shall not be liable for any damages arising from the use of the Confidential Information by the Receiving Party.

8. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may result in irreparable harm to the Disclosing Party. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in the event of any breach or threatened breach of this Agreement, without the necessity of posting a bond.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflict of laws principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, and representations, whether written or oral.

11. Amendments

This Agreement may only be amended or modified by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

Disclosing Party:

Name:	Heather Faulkner
Title:	Consultant
Date:	

Receiving Party:

Name:	
Title:	
Date:	

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