



MUTUAL NONDISCLOSURE AGREEMENT

Contract # [Aglioft #]

This Mutual Nondisclosure Agreement ("Agreement") is made and entered into, as of the date last set forth below by and between [CareOregon Entity] ("CareOregon") and [Vendor/Partner] ("Vendor"), each individually a "Party" and collectively, the "Parties". (*NOTE: If vendor/partner is new, will require a completed W-9 from the new vendor/partner*)

1. **Purpose.** [Conditional Use NDA clause based on the purpose (e.g. Prospective Goods & Services, Potential Business Partnership, Confidential Legal Matter]
2. **"Confidential Information"** means any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including without limitation proprietary information, technical data, trade secrets or know-how, research, service plans, service offerings, markets, works of original authorship, photographs, negatives, digital images, software, computer programs, source code, object code, ideas, inventions (whether or not patentable), processes, formulas, technology, designs, drawings and engineering, hardware configuration information, marketing or finance documents, promotional methods, volumes of sales, customer, vendor and supplier names, lists and data and other technical, business, financial, customer and product development plans, forecasts, strategies and information, pricing, discounts, business opportunities and strategic partnerships and alliances). Such information will be considered Confidential Information if such information is identified, in writing or orally, Confidential Information, or otherwise marked "Confidential" or "Proprietary" or with similar designation, at the time of initial disclosure or within a reasonable time thereafter, or under the circumstances surrounding the disclosure, the other Party reasonably should have known such information was confidential or proprietary. Confidential Information may also include information disclosed to a disclosing Party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third Party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
3. **Protected Health Information.** [Conditional - If yes or no to PHI] (if Yes a BAA is also required)
4. **Non-use and Non-disclosure.** Each Party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither Party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.
5. **Maintenance of Confidentiality.** Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own

most highly confidential information and shall ensure that its employees, agents, affiliates, consultants, and subcontractors who have access to Confidential Information of the other Party have the obligation of non-use and non-disclosure of Confidential Information. Except for the purpose stated herein, neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6. **No Obligation.** Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party or destroyed upon the disclosing Party's written request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.
9. **Term.** The obligations of each receiving Party hereunder shall survive until such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party or five (5) years, whichever is earlier.
10. **Remedies.** Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.
11. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and neither Party shall have any obligation, express or implied by law, with respect to Confidential Information of the other Party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
12. **Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

[Vendor/Partner Name]

[CO Entity Name] [Needs to change to different
CO entity based on what was selected]

Authorized Signature Date

[Contract Officer] Date
[Title]

Name / Title (Printed)