



## THE MUSEUM OF FLIGHT: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (Vendor Services)

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of **[Insert Date]** \_\_\_\_\_, by and between The Museum of Flight, a nonprofit 501c3 corporation with a principal place of business at 9404 East Marginal way South Seattle, WA 98108-4097 (herein, “TMOF” or the “Disclosing Party”), and **[Insert Vendor Name]** \_\_\_\_\_, with a principal place of business at **[Insert Vendor Address]** \_\_\_\_\_ (“Receiving Party”).

TMOF is preparing to review its **(Insert Project Name and Description, e.g., Strategic Plan EMP)**

\_\_\_\_\_ (the “Project”), which may involve input from the Receiving Party as part of that process. In consideration of the opportunity of receiving certain confidential information relating to TMOF and/or the Project, you agree as follows:

1. As used in this Contract, “Proprietary Information” means information in any form which relates to the operation, financial affairs, creative concepts, designs, patentable or other intellectual property or any other non-public information concerning TMOF, the Project or other projects of TMOF. It also includes information about the basic nature of the Project if this information is not publicly known.
2. You agree to treat Proprietary Information as strictly confidential and not to disclose it to any other person, firm, corporation, or entity or use it for your own benefit or for the benefit or profit of any person, firm, corporation, or entity other than TMOF, its parent and affiliated organizations. You further agree that any concepts, modifications, adaptations, utilizations, designs, or inventions based upon or arising from the information disclosed under this agreement, shall be and remain TMOF’s sole property.
3. You agree to take appropriate measures with all members of your staff, your subcontractors and their staff who will be exposed to or have access to Proprietary Information, to ensure that they are bound by this, or equivalent agreement of secrecy and to furnish proof to TMOF, upon request, that those measures have been taken.
4. If any person or entity bound by this agreement uses or discloses any Proprietary Information without TMOF’s prior written consent, TMOF shall be entitled without posting bond to injunctive relief restraining the unauthorized use or disclosure, in addition to damages, costs and attorney’s fees.
5. You agree to return to us all copies of any materials containing Proprietary Information immediately upon TMOF’s request, and agree that you will not make, nor authorize nor permit to be made, any duplicate copies of any materials supplied by TMOF without TMOF’s express written permission. You also agree that upon termination of our relationship with TMOF, you will either return to TMOF, or destroy, all Proprietary Information then remaining within your possession, subject only to your established document retention policies under which all Proprietary Information shall be bound by this agreement.
6. Your obligations under this agreement shall continue whether or not you enter into a separate contract to provide services and/or goods to TMOF. Your obligations also continue after you complete any contract you may enter with TMOF concerning the Project until the information becomes publicly available through no fault of your own or until approved for release by written authorization by TMOF.
7. Neither TMOF nor any of its affiliates grant any express or implied rights or licenses, nor provide any



representations or warranties, in connection with any Proprietary Information to you, your staff, or subcontractors. This agreement will be construed in accordance with Washington State law and with venue and jurisdiction in King County, Washington.

Accepted and Agreed this Date: \_\_\_\_\_

By: The Museum of Flight: \_\_\_\_\_

By: Vendor Name: \_\_\_\_\_

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

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

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

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