

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of **[Effective Date]** by and between:

MSII Contracts & Procurement LLC
A Colorado limited liability company
1825 W 74th Way, Denver, Colorado 80221
 (“MSII”)

&

[Other Party Legal Name]
[Entity Type and State of Formation]
[Address]
 (“Company”)

MSII and Company may each be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The Parties wish to discuss, evaluate, or pursue a potential business relationship involving one or more of the following: federal acquisition, contracts, procurement, subcontracting, teaming, proposal support, contract administration, CPARS support, requests for equitable adjustment, claims support, expert consulting, litigation support, ERP implementation advisory, Microsoft 365 workflow buildout, business systems support, training, or related professional services.

In connection with that purpose, either Party may disclose Confidential Information to the other Party.

2. Confidential Information

“Confidential Information” means any nonpublic information disclosed by one Party, the “Disclosing Party,” to the other Party, the “Receiving Party,” whether disclosed orally,

visually, electronically, in writing, or by any other means, that is marked confidential, identified as confidential, or reasonably should be understood to be confidential based on the nature of the information or circumstances of disclosure.

Confidential Information may include, but is not limited to:

- contract, subcontract, teaming, joint venture, and procurement information;
- proposal, pricing, cost, estimating, and negotiation information;
- acquisition strategy, capture strategy, and business development information;
- federal agency, prime contractor, subcontractor, or client communications;
- CPARS, past performance, corrective action, cure notice, show-cause, default, termination, REA, claim, dispute, or litigation-support information;
- financial information, business plans, internal processes, and strategic plans;
- client, customer, vendor, subcontractor, teaming partner, or attorney information;
- contract files, procurement files, schedules, deliverables, correspondence, and supporting documentation;
- technical, operational, workflow, automation, Microsoft 365, SharePoint, Teams, Power Automate, ERP, systems configuration, or process-design information;
- templates, SOPs, procedures, tools, dashboards, workflows, training materials, methods, and know-how;
- trade secrets, proprietary information, and information protected by law, regulation, contract, or professional obligation.

3. Exclusions from Confidential Information

Confidential Information does not include information that the Receiving Party can demonstrate:

1. is or becomes publicly available through no breach of this Agreement;
2. was lawfully known to the Receiving Party before disclosure by the Disclosing Party;
3. is independently developed by the Receiving Party without use of or reference to the Confidential Information;
4. is lawfully received from a third party without restriction and without breach of any duty of confidentiality;
5. is approved for release by the Disclosing Party in writing; or

6. is required to be disclosed by law, court order, subpoena, regulation, government authority, or legal process, subject to Section 10 of this Agreement.

4. Receiving Party Obligations

The Receiving Party shall:

1. use Confidential Information only for the Purpose described in this Agreement;
2. protect Confidential Information using at least reasonable care and no less care than it uses to protect its own similar confidential information;
3. limit access to Confidential Information to its employees, officers, members, managers, attorneys, accountants, consultants, subcontractors, insurers, or advisors who have a legitimate need to know for the Purpose;
4. ensure that any person receiving Confidential Information is bound by confidentiality obligations at least as protective as this Agreement;
5. not disclose Confidential Information to unauthorized third parties;
6. not use Confidential Information to compete unfairly, obtain an improper competitive advantage, or interfere with the Disclosing Party's business relationships;
7. not copy, reproduce, summarize, or distribute Confidential Information except as reasonably necessary for the Purpose;
8. promptly notify the Disclosing Party if the Receiving Party becomes aware of unauthorized access, use, disclosure, loss, or compromise of Confidential Information.

5. Federal Procurement, Source Selection, and Restricted Information

The Parties acknowledge that certain information related to federal acquisition, government contracting, proposals, source selections, contract administration, disputes, and subcontracting may be restricted by law, regulation, contract, protective order, court order, professional obligation, or procurement integrity requirements.

Neither Party shall knowingly disclose to the other Party any information that the Disclosing Party is not authorized to disclose, including but not limited to:

- source selection information;
- contractor bid or proposal information belonging to another contractor;
- nonpublic competitor proposal information;
- procurement-sensitive information;

- classified information;
- controlled unclassified information (“CUI”);
- export-controlled information;
- attorney-client privileged information;
- attorney work product;
- information protected by a court order, protective order, agency instruction, or contract clause;
- information that would create an organizational conflict of interest or unfair competitive advantage if received or used.

If either Party believes restricted information has been disclosed inadvertently or without authorization, that Party shall promptly notify the other Party, stop using the information, and cooperate in returning, deleting, segregating, or otherwise protecting the information.

6. No Classified Information; CUI and Cybersecurity Boundary

MSII does not agree to receive classified information under this Agreement.

MSII does not represent that it is authorized to receive, store, process, or transmit CUI, export-controlled information, classified information, or information subject to special cybersecurity or handling requirements unless expressly agreed in a separate written agreement.

Before transmitting CUI, export-controlled information, or information subject to special cybersecurity requirements, the Disclosing Party must identify the applicable marking, contract clause, law, regulation, security requirement, or handling instruction and obtain written confirmation from the Receiving Party that such information may be provided.

7. Organizational Conflicts of Interest and Conflict Screening

The Parties acknowledge that MSII may provide consulting, advisory, expert, procurement, systems implementation, or contract administration support to multiple clients.

Before receiving or using Confidential Information, MSII may request information necessary to evaluate potential conflicts of interest, organizational conflicts of interest, procurement integrity concerns, prior involvement, or restrictions on future work.

Nothing in this Agreement requires MSII to accept an engagement, continue discussions, or use information that may create a conflict, unfair competitive advantage, procurement integrity issue, or ethical concern.

8. Ownership; No License

All Confidential Information remains the property of the Disclosing Party.

No license, ownership interest, assignment, intellectual property right, teaming agreement, subcontract, joint venture, partnership, consulting engagement, or other business relationship is created by this Agreement.

The Receiving Party receives only the limited right to use Confidential Information for the Purpose.

9. Return or Destruction of Confidential Information

Upon written request by the Disclosing Party, the Receiving Party shall return or destroy Confidential Information within a reasonable time.

The Receiving Party may retain copies to the extent required for:

- legal, regulatory, accounting, tax, insurance, archival, backup, audit, or compliance purposes;
- attorney files;
- dispute-resolution records;
- enforcement of this Agreement;
- professional obligations;
- records automatically retained in secure backup systems.

Any retained Confidential Information remains subject to this Agreement.

10. Required Disclosure

If the Receiving Party is required to disclose Confidential Information by law, regulation, subpoena, court order, government authority, or legal process, the Receiving Party shall, to the extent legally permitted:

1. promptly notify the Disclosing Party;
2. cooperate with reasonable efforts to seek confidential treatment or protection;
3. disclose only the portion of Confidential Information legally required to be disclosed.

11. No Warranty

Confidential Information is provided “as is.” The Disclosing Party makes no representation or warranty regarding the accuracy, completeness, or fitness of Confidential Information for any particular purpose.

12. No Obligation to Proceed

This Agreement does not require either Party to proceed with any transaction, engagement, teaming arrangement, subcontract, consulting agreement, proposal, project, or business relationship.

Any services provided by MSII shall be governed by a separate written agreement signed by the Parties.

13. No Consultant-Client Relationship

Submission, disclosure, or receipt of information under this Agreement does not create a consultant-client relationship with MSII.

A consultant-client relationship is formed only after MSII and the client execute a separate written professional services agreement, statement of work, engagement letter, or other written agreement.

14. No Legal, Tax, Accounting, or Government Representation

MSII is not a law firm, CPA firm, broker, financial advisor, or government agency. Information exchanged under this Agreement does not constitute legal, tax, accounting, financial, or government representation advice.

15. Publicity

Neither Party may use the other Party’s name, logo, trademarks, client names, project names, contract numbers, or relationship with the other Party in any public announcement, marketing material, website, press release, social media post, or proposal without prior written consent, except as required by law.

16. Term and Survival

This Agreement begins on the Effective Date and remains in effect for three years unless terminated earlier by either Party upon written notice.

The confidentiality obligations in this Agreement survive for five years from the date of disclosure.

Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Colorado's Uniform Trade Secrets Act addresses misappropriation through acquisition, disclosure, or use of trade secrets under improper circumstances.

17. Equitable Relief

The Parties acknowledge that unauthorized disclosure or misuse of Confidential Information may cause harm that may not be adequately remedied by monetary damages alone.

The Disclosing Party may seek injunctive relief, specific performance, or other equitable relief, in addition to any other remedies available at law or equity.

18. Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to conflict-of-law principles.

19. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions remain in full force and effect.

20. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except to a successor by merger, acquisition, reorganization, or sale of substantially all assets, provided the successor assumes the obligations of this Agreement.

21. Entire Agreement

This Agreement is the entire agreement between the Parties regarding confidentiality for the Purpose and supersedes prior discussions or agreements regarding the same subject matter.

Any amendment must be in writing and signed by both Parties.

22. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts. Electronic signatures are valid and binding.

Signatures

“Consultant”

MSII Contracts & Procurement LLC

Signature:

Date: _____

Name: Michael Smith II
Title: Managing Member

“Company”

[Other Party Legal Name]

Signature:

Date: _____

Name: _____
Title: _____