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Ncnda agreement format

1. Non-Circumvention: Each Party agrees not to directly or indirectly contact, deal with transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced by either Party without the specific written permission of the introducing Party. 2. Each Party agrees not to directly or indirectly circumvent, avoid or bypass each other regarding any renewals, corporation, partnerships, proprietorships, trusts, or other entities introduced by either Party. 3. Non- Disclosure: Each Party agrees not to disclose or otherwise reveal to any third Party the identities, addresses, numbers, facsimile numbers, E-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party. 4. Terms: This Agreement is valid for the following term: Five (5) years from the date of signing of this agreement. 5. Parties bound: This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees, Agents Representatives, Officers, Independent Contractors, Shareholders, Principals and other third Parties abide by the provisions of this Agreement. 6. Notice: All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by telecopier or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice here in. Notice shall be considered to have been given. 7. Language: The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against of the Parties and it is agreed that the English language is used. 8. Severability: Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not effect the remainder hereof. 9. Integration: This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussion, negotiations and Agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement 10. Amendments: Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective. 11. Waiver: No waiver or default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this agreement by any party shall not be considered to be waiver of render unnecessary consent or approval of said party of any subsequent or similar acts or omission. 12. Arbitration: Any controversy or claim arising out of this agreement which is not settled between the parties themselves, shall be settled by arbitration in accordance with the international chamber of commerce (ICC) rules and arbitration is the nearest regional or ICC non-circumvention and non-disclosure laws and binding for all undersigned parties and their associates, affiliated, employees, agents holders, principals, heirs, successors, assigns and other third parties. 13. Attorney's Fees: If any party files any action or brings any proceeding against other arising from this agreement, or is made a party to any action or proceeding arising from this agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs. Relationship: The Parties hereto shall not be deemed to be Partners or Joint Ventures and no Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement. Force and defect of Document: The Parties here to agree that a signed telefax or other facsimile copy of this Agreement shall have the same force and effect and as the original of this document. 15. Force and Effect of Documents: The Parties hereto agree that a signed telefax or other facsimile copy of this Agreement shall have force and effect as the original of this document. Home » Find a document » ICC Court non-disclosure agreement The work of the ICC Court, including the work of the offices of its Secretariat, is of a confidential nature which must be respected by everyone who participates in that work in whatever capacity, in particular by ICC Court members and individuals involved in the selection and proposal of arbitrators to the ICC Court within an ICC National Committee or Group (the "Members"). The ICC Court wishes to ensure that the information, which may become known to Members while performing their function in the course of their term of office as member of the ICC Court or when in charge of selecting or proposing arbitrators to the ICC Court within an ICC National Committee or Group, is used in compliance with the ICC Arbitration Rules and their Appendices and protected from any disclosure. The agreement is also available in: French: ACCORD DE NON-DIVULGATION German: VERTRAULICHKEITSEREINBARUNG Portuguese: ACORDO DE SIGILO Spanish: ACUERDO DE CONFIDENCIALIDAD Following are the basic steps that are obligatory for the creation of a non-disclosure agreement sample. These steps must be followed in the very own orders of non-disclosure agreement form in order to avoid any mistakes. 1. Write the date on the upper part of the agreement in order to create an effective date. 2. List the parties that are involved in the contract, with a business or individual titles or names. The addresses and contacts should be clearly stated. 3. Clarify the obligations, which include the service you have to do to accomplish the obligations below the contract, and be as thorough as possible. Your obligations in case the information is maintained un-disclosed should be clearly stated. 4. State the other responsibilities of both parties comprehensively. 5. Clarify the terms of payment for every transaction that is going to be made which include the total amount, how much, and when the payment is due, and when the payment will be completed if the terms and conditions stated in the non-disclosure contract is maintained. 6. Explain the timeline or milestones. Include particular dates for the submission and the due date for the contract to end. This should be clearly stated within the contract. 7. State a termination section that clarifies the steps that the parties require to take so as to let go of the contract. 8. Include a dispute section to create the handling of a disagreement between both parties. 9. Create ownership rights for the information that has to be maintained. The simple non-disclosure agreement has to clearly state these rights and should be agreeable to both parties. 10. Add date and signature lines. Make sure to put a space for every party to write the date and sign in the non-disclosure agreement PDF. There has to be a certain, clearly specified offer to perform the free non-disclosure agreement. In this case, an offer is given in order for the involved parties to maintain information in the undisclosed form. The offer in it is the maintenance of secrecy and building of trust. Secondly, the only things that can be accepted are the ones that are offered. It means that the offer has to be accepted exactly as stated on the contract. Both parties have to accept to maintain the contents of the contract as a secret never to be disclosed to any other third party and accept to maintain the promises as talked about verbally as well as through other means. Thirdly, a contract needs the parties to get into a legal binding agreement. In case of the intentional or unintentional disclosure of the information, the responsible party must know that this can lead to a serious consequence as means of punishment or any other legal action. Lastly, in order for a non-disclosure contract to be binding, it has to be supported by respected consideration. It means that a party promises to do something in response to an assurance from the other party to offer an agreement. Both parties agree on the reasons for their need for information to remain undisclosed. NON-CIRCUMVENTION, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENTTHIS AGREEMENT, entered into on this ____ day of _____, 20____, is for the association and arrangement of Non-Circumvention, Non-Disclosure, and Confidentiality between _____, whose principal place of business is at _____, and _____, whose principal place of business is at _____, hereinafter referred to as the "Parties."Upon execution of this Agreement, the Parties agree to respect the integrity and tangible value of this Agreement between them.1. Term of Agreement, Automatic Renewal or Roll-Over. This Agreement is effective for a minimum period of five (5) years from the date of execution of this Agreement, and for a period of two (2) years after the exchange of information or the completion of each transaction, whichever occurs later in time, with an additional two (2) years of automatic renewal/roll-over upon the completion or closing of each exchange of information or transaction, and thereafter at the end of any renewal/roll-over period, without the need for any notice or advisement, unless mutually agreed in writing to be terminated by both of the Parties. Said termination can occur at any moment, provided that it is acknowledged by notice through Certified Mail, Return Receipt Requested. If notice is not given by both of the Parties within ten (10) days after the beginning of a new renewal/roll-over period, the Agreement shall remain in full force and effect between the Parties for another two (2) years.2. Contacts Deemed Exclusive and Valuable. Because of this Agreement, the Parties involved in this transaction or series of transactions may learn from one another, or from their principals, the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as "Contacts." The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of this Agreement, including any renewal/roll-over period.3. Confidentiality. The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent. Such confidentiality will include any names, addresses, email addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.4. Non-Disclosure. The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, specifications, product, services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing party or parties.5. Commission or Fee Agreements. The Parties agree that due to the many variables surrounding each business transaction that will occur because of this Agreement, the commission to be paid and/or the fee structure between the Parties may vary. A separate fee/commission agreement may outline compensation for each business transaction. The fee or commission agreement must be drafted and acknowledged by signature before the commencement of business transactions.6. Penalty for Breach. In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to three (3) times the commission or fee the circumvented party should have realized in such transactions, by the person(s) or entity(ies) engaged on the circumvention for each occurrence.7. Attorney Fees. If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.8. Choice of Law. The Parties will construe this Agreement in accordance with the laws of the State of _____ [insert name of state]. If any provision of this Agreement is deemed void by any court of competent jurisdiction, the remaining provisions shall remain in force and effect.9. Consent to Personal Jurisdiction. THE PARTIES HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF _____ [insert name of state] FOR ANY LAWSUIT FILED BY EITHER PARTY RELATED TO THE TERMS OF THIS AGREEMENT.10. Entire Agreement. This Agreement contains the entire understanding between the Parties, and any waiver, amendment or modification to this Agreement is subject to the above conditions and must be attached to this Agreement.11. Authority to Act/Bind. Upon execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement. An e-mail or facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into this Agreement.For: _____ [name of 1st company or legal party] _____ [name of 2nd company or legal party] Printed Name _____ Signature _____ TitleFor: _____ Printed Name _____ Signature _____ Title best agreement format. will agreement format. what is ncnd agreement

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