



## CONFIDENTIALITY AGREEMENT (CDA)

### For LFGTE Certification

This Confidentiality Agreement (the "Agreement") is entered into as of \_\_\_\_\_ [Date] by and between:

**LFGTE Certified** (the "Certification Body"), and:

**Receiving Party:** \_\_\_\_\_

The Disclosing Party and Receiving Party may each be referred to herein as a "Party" and collectively as the "Parties."

This Agreement ensures the protection of proprietary and confidential information disclosed during the certification process.

### Purpose

The purpose of this Agreement is to protect proprietary and confidential information provided by the Receiving Party to the Certification Body for the evaluation and certification of products under the LFGTE Certification program.

### Definitions

1. **Confidential Information:** Non-public, proprietary, or sensitive information disclosed by the Receiving Party, including product formulations, test results, technical data, and business practices.
2. **Exclusions:** Confidential Information does not include information that:
  - Is or becomes publicly available through no fault of the Certification Body.
  - Was known to the Certification Body prior to disclosure.
  - Is disclosed by a third party legally entitled to do so.
  - Is independently developed by the Certification Body.



## **Obligations of the Certification Body**

1. The Certification Body agrees to:
  - Use Confidential Information solely for the certification evaluation process.
  - Restrict access to Confidential Information to authorized personnel.
  - Not disclose Confidential Information to third parties without written consent, except as required for certification.
2. The Receiving Party shall:
  - Not disclose Confidential Information to any third party without the prior written consent of the Certification Body.
  - Use the same degree of care to protect the confidentiality of the information as it uses for its own confidential information, but no less than a reasonable degree of care.
  - Use the Confidential Information solely for the purposes related to the LFGTE Certification process and for no other purpose.

## **Return or Destruction of Confidential Information**

Upon the Certification Body's written request, the Receiving Party shall return or destroy all materials containing Confidential Information, including any copies, notes, or summaries thereof.

## **Duration**

This Agreement is valid for the duration of the certification process and two (2) years thereafter, unless terminated earlier by mutual agreement in writing.



## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of

\_\_\_\_\_ [Applicable Jurisdiction].

## **No License or Ownership Transfer**

This Agreement does not grant any license or ownership rights to the Receiving Party under any intellectual property rights of the Certification Body, except as expressly stated in writing.

## **Signatures**

For the Certification Body:

### **LFGTE Certified**

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

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

Date: \_\_\_\_\_

For the Receiving Party:

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_