

**Winnebago Tribal Enrollment
Non-Disclosure Agreement**

This Agreement is entered into this ____ day of _____, 20__, by and between the Winnebago Tribe of Nebraska (“Tribe”) and _____ (“Recipient”).

WHEREAS, Tribe and Recipient (collectively referred to as the “Parties”) intend to establish terms governing the use and protection of certain Confidential Information relating to the identity of enrolled members of the Tribe that the Tribe may disclose to the Recipient.

NOW THEREFORE BE IT ACKNOWLEDGED AND AGREED that the Parties agree as follows:

1. General.
 - a. All requests for the release of Confidential Information must be approved by the Winnebago Tribal Council.
 - b. Permitted use of the Confidential Information shall be solely for the purpose of:

2. Confidential Information. For purposes of this Agreement, “Confidential Information” means all information both tangible and intangible of the Tribe which relates to the above-identified subject matter, including, but not limited to, names and addresses of enrolled members of the Tribe, disclosed orally, visually, in writing, electronic media or by any other means.

3. Non-Use Obligation. Recipient agrees not to use the Confidential Information in any way, except for the purpose set forth above.

4. Non-Disclosure Obligation. The Recipient agrees to hold all information in trust and confidence and agrees that no Confidential Information shall be disclosed to a third party for any reason without the express written consent of the Tribe. No information shall be disclosed or discussed with any person not officially connected with the Recipient. No copies of information will be made or retained by Recipient except for the ordinary course of business for use solely for the purpose stated above.

5. Return of Information. All Confidential Information disclosed under this Agreement (including without limitation, information in computer software or held in electronic storage media) shall be and remain in the property of the Tribe, and shall be returned or destroyed upon written request by the Tribe.
6. No Relationship. This Agreement is intended to provide only for the handling and protection of Confidential Information. It shall not be construed as a teaming, joint venture, partnership or other similar arrangement.
7. No Assignment. Recipient shall not assign any of its rights or obligations hereunder, without prior written consent of the Tribe. Any attempted assignment in violation of this section will be void and of no effect.
8. Term of Agreement. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
9. No Waiver of Immunity. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the Tribe.

IN WITNESS WHEREOF, the Parties have executed and delivered this Non-Disclosure Agreement effective as of the date first written above.

WINNEBAGO TRIBE OF NEBRASKA:

RECIPIENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____