



TECHNIKOLE  
CONSULTING

# MUTUAL NONDISCLOSURE (NDA) & STANDARD FOR INNOVATION AGREEMENT

Established to Secure Business Confidences & Trust

This “**Mutual Nondisclosure Agreement and Standard for Innovation Agreement**” is made and entered into as of [ ] by and between:

**3SC Consulting d/b/a Technikole Consulting** (“Technikole”), a Virginia Limited Liability Company (LLC) with its principal place of business at 4102 Whispering Lane, Annandale, VA 22003 (hereinafter referred to as “Partner A” or “Consultant”) AND the undersigned

\_\_\_\_\_ **[Partner Legal Name]**, a

\_\_\_\_\_ **[Legal Entity Type]**, with its principal place of business at

\_\_\_\_\_ **[Address, City & State ]**

(hereinafter referred to as “Partner B”).

(Collectively referred to hereafter as the "Parties")

## SHARED PURPOSE & CONTEXT

The Parties intend to explore or execute a collaborative business engagement (the "Purpose") related to **Future-Ready Digital Transformation**, rooted in **Technological Independence** and **Operational Excellence**.

The Parties acknowledge that achieving this vision requires the exchange of high-value proprietary strategies, business logic, and technical blueprints. This Agreement establishes the "**Shared Innovation Standard**" required to protect that exchange, establishing the trust and security protocols required to ensure that neither Party’s intellectual property is compromised by legacy insecurity or AI neglect.

### Scope of Collaboration Includes

- **Strategic Ideation:** Diagnostic frameworks, organizational assessments, and digital transformation blueprints;

- **AI & Technical Architecture:** Agentic AI workflows, proprietary prompt engineering, model configuration, and zero-trust infrastructure design;
- **Automation & Development:** Operational ecosystem design, application utility development, and automated process orchestration;
- **Co-Creation & Education:** Joint venture development, educational workshops, and collaborative thought leadership.

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information, technical data, or know-how disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally or in writing. This list is not intended to be comprehensive, but explicitly covers the following categories:

- 1.1. **Proprietary Methodologies & Intellectual Capital** Includes all conceptual work, strategic thinking, and educational content created by the Disclosing Party, regardless of format.
  - 1.1.1. **Strategic Frameworks:** Proprietary or strategic methodologies, strategic frameworks, assessment models, (including: Strategic Innovation Assessment (SIA) reports, Future-State Design Blueprints, and SIA Periphery Disruption Reports) diagnostic questionnaires, scoring matrices, project roadmaps, and "blueprint" templates, design ecosystems, and conceptual definitions.
  - 1.1.2. **Educational Assets:** Training curricula, workshop materials, slide decks, speech drafts, and recording transcripts.
  - 1.1.3. **Thought Leadership:** Unreleased articles, white papers, and concept papers.
- 1.2. **Operational & Business Intelligence** Includes the "how-to" of the Disclosing Party's business operations, execution standards, and internal data. This explicitly covers:
  - 1.2.1. **Process Knowledge:** Internal Standard Operating Procedures (SOPs), contracting workflows, procurement strategies, and project management templates.
  - 1.2.2. **Resource Libraries:** Supplier and vendor lists, vetted talent pools, pricing calculators, and internal resource databases.

- 1.2.3. **Business Data:** Customer lists, challenges, financial data, marketing plans, and negotiated contract terms, pricing models, conceptual and unreleased software specifications.
- 1.3. **Technical & Digital Specifications** Includes the technical architecture and modern asset classes used to deliver services, regardless of the platform or medium used.
  - 1.3.1. **Generative AI Configurations:** Any proprietary inputs designed to direct AI behavior, including system prompts, "modelfiles," fine-tuning datasets, context window parameters, and multimodal media parameters including audio/visual/video logic,
  - 1.3.2. **Workflow & Automation Logic:** The specific sequencing, API integration points, and logic gates of operational workflows (whether custom code or low-code/no-code or business process model notation) developed by the Disclosing Party.
  - 1.3.3. **Technical Architecture:** Network diagrams, security configurations, infrastructure schemas (including Zero-Trust or Local AI setups) and Beta / Pilot program data.

## 2. MUTUAL OBLIGATIONS OF CONFIDENTIALITY

The Parties agree to hold all Confidential Information in strict confidence, utilizing the same degree of care (but not less than a reasonable degree of care) as they use to protect their own most valuable proprietary data.

- 2.1. **Permitted Use:** Confidential Information shall be used solely for the Purpose of the partnership.
- 2.2. **Non-Replication:** Neither Party will reverse engineer, decompile, or disassemble any methodologies, software, or automation logic provided by the other.
- 2.3. **No Unauthorized Transfer:** Information designated for "Local" or "Internal-Only" environments must not be transferred to public cloud-based environments without express written consent.

## 3. INTELLECTUAL PROPERTY RIGHTS

Each Party retains full and exclusive ownership of their "Background IP." Nothing in this Agreement grants the Receiving Party any patent, copyright, or ownership rights in the Disclosing Party's Confidential Information.

#### 4. **AI PRINCIPLES & GUIDELINES**

4.1. **Baseline Ethics:** The Parties acknowledge that Technikole's proprietary ethical framework prioritizes technical independence and human-in-the-loop oversight and shall supersede third-party baselines. The Parties agree to use Google AI Principles and the Google AI Policy for Generative AI (including prohibited uses) as a foundational baseline for strategic innovation and as our North Star for acceptable use. These principles align:

**4.1.1. Bold innovation**

**4.1.2. Responsible development and deployment**

**4.1.3. Collaborative progress, together**

4.2. Both Parties agree to adhere to these enhanced standards when handling joint IP.

4.3. **Change Management:** Technikole Consulting reserves the right to enforce enhanced ethical standards that supersedes these public policy baselines and to advise of changes to principles in real time.

4.4. **Value/Ethic Drift:** Should principles defined by Google deviate, Parties shall come up with new guiding principles to support the engagement.

#### 5. **AI AUTONOMY & INTEGRITY**

Both Parties acknowledge that **AI & Data Autonomy**, the absolute right to control how information is processed, stored, and learned from, is a core value of this partnership. To prohibit the "freely open" use of proprietary strategy & IP, where (Artificial Intelligence, AI) foundation models absorb intelligence without consent, the Parties agree to the following:

5.1.1. **The "No Training/No Public AI" Rule:** Neither Party shall input, paste, upload, or otherwise expose the other Party's Confidential Information (including contracts, client data, or proprietary prompts) to any public, non-enterprise Artificial Intelligence model (e.g., the free/public versions of ChatGPT, Claude, Gemini, Midjourney, or DeepSeek etc.) where the data may be used for model

training; without explicit written consent.

- 5.1.2. **Permitted AI Implementation:** Confidential Information may only be processed by AI tools that offer Enterprise-Grade Privacy (e.g., API-based access with zero-retention policies, Local LLMs hosted on private servers, or Enterprise instances with "No-Training" agreements).
- 5.1.3. **Prohibition on AI Neglect:** "AI Neglect" is defined as the failure to actively configure privacy settings for AI tools. The Receiving Party warrants that before processing any Confidential Information through an AI tool, they have:
  - 5.1.3.1. **Verified the environment is Enterprise-Grade or Private** (Zero-Data Retention).
  - 5.1.3.2. **Actively toggled OFF any "Train on Data" or "Improve our Models" settings.**
  - 5.1.3.3. **Ensured the environment complies with the Zero-Trust standards expected in the Partnership Agreement.**
- 5.2. **Liability for Model Absorption:** If the Receiving Party utilizes a tool that results in the Disclosing Party's IP being absorbed into a public foundation model (making it accessible to the general public via prompting), this shall be considered a willful disclosure of Confidential Information.

## 6. TRANSPARENCY & DUE DILIGENCE (OPERATIONAL AI)

- 6.1. **Transparency of Use (AI In Use):** The Parties acknowledge that Technikole Consulting operates at the forefront of digital transformation and utilizes Artificial Intelligence (AI) as a core component of its service pillars. The Receiving Party acknowledges that:
  - 6.1.1. **Content Creation:** Articles, code snippets, and strategic drafts produced by Technikole may be augmented by AI technologies to enhance depth and speed.
  - 6.1.2. **Operational Efficiency:** AI agents may be utilized within support and project management workflows to optimize efficiency.
  - 6.1.3. **Human-in-the-Loop:** While AI is utilized, Technikole maintains a standard of human review for all final strategic deliverables.
- 6.2. **Mutual Due Diligence:** Because the technology landscape is rapidly evolving, both Parties agree to exercise **Continuous Due Diligence:**

- 6.2.1. When utilizing or integrating new "Emerging Technologies" (e.g., new model releases, beta software) into a joint project, the implementing Party must assess the tool for security risks prior to deployment, ensuring it meets the "No Training" protocol defined in Section 6.
- 6.2.2. Both Parties confirm that they vet their internal software stacks and third-party vendors to ensure they do not inadvertently expose the other Party's Confidential Information to unauthorized training or data harvesting.

## 7.

### **BLOCKCHAIN & IMMUTABILITY EXCEPTIONS**

The Parties acknowledge the following exceptions for engagements that include the utilization of Blockchain technology:

- 7.1. **Immutability:** The Receiving Party understands that information recorded on a blockchain (whether permissioned or permissionless) is generally permanent.
- 7.2. **Exception to Return/Destroy:** The standard obligation to "return or destroy" Confidential Information upon termination shall not apply to data cryptographically committed to an immutable blockchain ledger during the normal course of business. However, the Receiving Party remains bound to keep such keys/access points confidential.
- 7.3. **Public Visibility:** The Parties acknowledge that data placed on Permissionless (Public) blockchains is visible to the network.
  - 7.3.1. Neither Party shall place the other's "Sensitive" or "Trade Secret" data on a Permissionless chain without express written consent.

## 8. **QUANTUM RISK**

- 8.1. **Quantum Readiness:** The Parties acknowledge that current encryption may be compromised by future 'Post-Quantum' breakthroughs ('Harvest Now, Decrypt Later' risk)".

## 9. **REGULATORY PROHIBITIONS**

- 9.1. **COPPA Compliance (Minors):** The Receiving Party is strictly prohibited from inputting, processing, or exposing any Personal Information (PII) of children under the age of 13 through Technikole's commercial digital transformation environments. Unless explicitly authorized for an 'Innovation Lab' or educational program, all users must be 18

years of age or older. Any student data shared under a 'School Official' exception must be pre-authorized via verifiable parental consent obtained by the Client.

- 9.2. **Prohibited Data:** The submission of Protected Health Information (PHI), CUI, or unredacted PCI-DSS data is strictly prohibited under this Agreement

## 10. BREACH & TERMINATION

- 10.1. **Immediate Termination for AI Violation:** The Parties agree that a violation of AI Integrity clauses poses an irreversible risk to IP ownership. Therefore, any proven violations shall constitute a material breach, granting the non-breaching Party the right to immediately terminate ALL active agreements (including Partnership Agreements and SOWs) without penalty or notice period.
- 10.2. **Equitable Relief:** Both Parties acknowledge that unauthorized disclosure—especially regarding AI training data—may cause irreparable harm that money cannot fix. Therefore, the injured Party is entitled to seek immediate injunctive relief.

## 11. DURATION & EXCLUSIONS

- 11.1. This Agreement protects disclosures made during the relationship and for a period of **[2] years** thereafter. However, for any information constituting a Trade Secret (including proprietary algorithms, source code, and custom AI models), the duty of confidentiality survives indefinitely.
- 11.2. **Exclusions:** Information is not Confidential if it: (a) was already public; (b) was known to the Receiver before disclosure; or (c) was independently developed without use of the Confidential Information.

## 12. GENERAL PROVISIONS

- 12.1. **Non-Solicitation:** The Parties agree not to solicit or hire any employee or contractor introduced by Technikole for 12 months following the engagement.
- 12.2. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Virginia.
- 12.3. **Authority to Sign:** Each signatory represents that they have the full corporate right and authority to bind their respective organization to these terms.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Nondisclosure & Standards Agreement for Innovation of the effective date written above. By signing below, each signatory explicitly affirms that they hold the requisite title and legal authority to bind their respective entity to the terms and financial obligations of this Agreement.

**3SC/Technikole Consulting**

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

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

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

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

\_\_\_\_\_  
Your Business Name

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

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

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

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