



## **NON-DISCLOSURE AGREEMENT**

**THIS NON DISCLOSURE AGREEMENT (“Agreement”)** is made and entered into upon the latter of the executed signatures below, by and between **Alexandria City Public Schools** (“Disclosing Party”) and \_\_\_\_\_ (“Receiving Party”), each of which is referred to individually as “Party,” or collectively as “Parties.”

**WHEREAS**, the Parties wish to set forth the conditions and obligations which will govern the disclosure and use of any Confidential Information.

**NOW THEREFORE**, the Parties agree as follows:

### **1. Confidential Information.**

(a) “Confidential Information” means (i) any proprietary or nonpublic information including or relating to a Disclosing Party’s Personally Identifiable Information (“PII”), data and any other non-public or otherwise protected information distributed in order for Receiving Party to provide a complete proposal in response to RFP No. 200032, which has been marked or designated in writing or by legend on an electronic file to be confidential or proprietary, or, if given orally, is identified at the time of disclosure and confirmed promptly in writing as having been disclosed as confidential or proprietary.

(b) Confidential Information does not include information that (i) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it or (iv) is expressly approved for release by the Disclosing Party; (v) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party, as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; or (vi) a judicial or governmental entity requires the Receiving Party to disclose, provided that the Receiving Party takes all necessary steps to give the Disclosing Party sufficient prior notice of such disclosure requirement or order to enable the Disclosing Party to contest such requirement or order.

**2. Protection and Non-Disclosure of Confidential Information.** The Receiving Party agrees to treat any Confidential Information that is furnished to it as a Receiving Party by or on behalf of the Disclosing Party in accordance with the provisions of this Agreement and to take or abstain from taking certain actions as set forth herein. Each Receiving Party agrees not to use Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose. Receiving Party agrees that it will hold the Confidential Information received from the Disclosing Party in strict confidence and will take measures at least as stringent as the measures it takes to preserve its own proprietary or confidential information, and in no event less than reasonable measures, to safeguard the Confidential Information against unauthorized use or disclosure.

**3. Term.** This Agreement and the confidentiality obligations herein shall terminate five (5) years following the date of this Agreement, except with respect to trade secret information that has been specifically identified in writing as such by the Disclosing Party, which will remain subject to the confidentiality obligations of this Agreement for so long as such information remains a trade secret.

**4. Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia applicable to contracts made, executed, delivered, and performed wholly within the Commonwealth of Virginia without reference to its choice of law principles. The federal and state

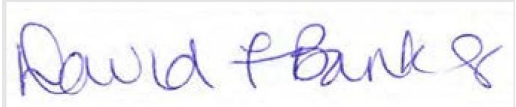


courts within the Commonwealth shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this Agreement and each Party hereby submits to such jurisdiction with respect to any such dispute. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same agreement.

**5. Remedies.** Receiving Party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the breach or any threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages, providing that the Receiving Party has been advised of the violation. The prevailing Party in any suit, action or other proceeding relating to this Agreement or the interpretation thereof, shall be entitled to all reasonable costs and expenses incurred in connection therewith, including but not limited to court costs and attorneys’ fees, and the non-prevailing Party shall promptly pay or reimburse the prevailing Party for such costs and expenses.

**6. Notices.** Any notice hereunder shall be sent by a Party to the other Party at its address and to the contact person specified below, or to such other address or contact as the respective Party may specify from time to time in accordance with the provisions hereof.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

| Disclosing Party   |              | Receiving Party         |
|--|--------------|-------------------------|
|       | By           |                         |
| David F. Banks   | Printed Name |                         |
| Director of Procurement & General Services   | Title        |                         |
| March 19, 2020   | Date         |                         |
| Alexandria City Public Schools<br>1340 Braddock Place, Suite 620<br>Alexandria, VA 22314 |              | _____<br>_____<br>_____ |