
Wayne Regional Educational Service Agency Confidentiality Agreement

Confidentiality

- a. Definition: The term “Confidential Information” means any and all information regarding existing assets shared as part of the **RFP #21-016-651 WAN Services** proposals, not known to and fully appreciated by the public, **disclosed to** _____ **(the “Bidding Vendor”)** by Wayne Regional Educational Services Agency (“Wayne RESA”) or otherwise learned by Bidding Vendor, directly or indirectly.

- b. Nondisclosure: Bidding Vendor acknowledges that it may be provided with Confidential Information including but not limited to **Appendix F of RFP #21-016-651 WAN Services** in order to develop proposal(s). Bidding Vendor acknowledges the critical importance of this Confidential Information to Wayne RESA and constituents for the security of their fiber optic assets. Bidding Vendor further acknowledges and agrees that it will have access to such Confidential Information, and agrees to use its best efforts to maintain and protect the secrecy of such Confidential Information, including as set forth below.

Bidding Vendor agrees that it will not, at any time or in any manner, directly or indirectly, disclose any Confidential Information regarding the **RFP #21-016-651 WAN Services**, nor shall it disclose any Confidential Information for any purpose other than providing proposal(s) to Wayne RESA requested in **RFP #21-016-651 WAN Services**. More specifically, Bidding Vendor agrees it will not, directly or indirectly, use any Confidential Information for its own benefit or the benefit of any other person or entity other than while developing their proposal(s). Bidding Vendor further acknowledges that all right, title and interest in and to Confidential Information will remain with Wayne RESA and constituents. All right, title and interest in and to tangible and electronic embodiments of Confidential Information, including (by way of example and limitation, all client, member, or vendor lists, files, records, data, data structures, financial information, computer printouts, documents, samples and the like) shall remain with Wayne RESA and constituents.

Bidding Vendor Representative Signature

Bidding Vendor Representative Printed Name

Bidding Vendor Representative Title

Bidding Vendor Name

Date