

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between: **The Board of Education of the City of Decatur (CSD or City Schools of Decatur)**, with its principal place of business at 125 Electric Ave., Decatur, Georgia 30030 (hereinafter referred to as the "Disclosing Party"); and

Vendor: Vendor Name, with its principal place of business at _____ (hereinafter referred to as the "Receiving Party").

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

WHEREAS, the Disclosing Party possesses certain confidential information relating to the blueprints, facility plans, and related information of its school system;

WHEREAS, the Receiving Party may have access to such confidential information in connection with the evaluation or provision of services or creation of a project cost estimate to the Disclosing Party;

WHEREAS, the Disclosing Party wishes to safeguard the confidentiality of such information to maintain safety and security of the school buildings; and

WHEREAS, the Parties wish to establish the terms and conditions under which such confidential information may be disclosed and used.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Confidential Information

"Confidential Information" shall mean any and all non-public information disclosed by the Disclosing Party to the Receiving Party, in whatever form or medium, whether oral, written, or electronic, including but not limited to:

- a. Blueprints, architectural drawings, and facility plans of the school system's buildings and grounds;
- b. Security systems and protocols, including but not limited to access control systems, surveillance systems, and emergency response plans;
- c. Infrastructure information, including but not limited to utility layouts, communication systems, and technology infrastructure;
- d. Any other information related to the physical facilities of the school system that is not generally known to the public; and
- e. Any other information that should reasonably be recognized as confidential information of the Disclosing Party.

Confidential Information includes all originals, copies, notes, analyses, compilations, studies, summaries, and other documents prepared by the Receiving Party that contain, reflect, or are based upon, in whole or in part, any Confidential Information.

1.2 Representatives

"Representatives" shall mean the directors, officers, employees, agents, consultants, contractors, subcontractors, attorneys, accountants, financial advisors, and other representatives of the Receiving Party who need to know the Confidential Information for the Purpose (as defined below).

2. PURPOSE

The Receiving Party shall use the Confidential Information solely for the purpose of creating a project cost estimate, or evaluating and/or providing services to the Disclosing Party as a contractor or vendor (the "Purpose") and for no other purpose.

3. NON-DISCLOSURE AND NON-USE OBLIGATIONS

3.1 Non-Disclosure

The Receiving Party shall:

- a. Maintain the confidentiality of all Confidential Information;

- b. Not disclose any Confidential Information to any person or entity other than its Representatives who need to know such Confidential Information for the Purpose;
- c. Inform each of its Representatives receiving Confidential Information of the confidential nature of such information and the obligations set forth in this Agreement;
- d. Be responsible for any breach of this Agreement by any of its Representatives; and
- e. Take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons.

3.2 Non-Use

The Receiving Party agrees not to use any Confidential Information for its own benefit or for the benefit of any third party, except as expressly permitted by this Agreement for the Purpose.

3.3 Standard of Care

The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Receiving Party uses to protect its own confidential information of a similar nature. The Receiving Party shall implement and maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the Confidential Information, protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and protect against unauthorized access to or use of the Confidential Information.

4. REQUIRED DISCLOSURE

If the Receiving Party or any of its Representatives is required by applicable law, regulation, or legal process to disclose any Confidential Information, the Receiving Party shall:

- a. Promptly notify the Disclosing Party in writing of such requirement prior to disclosure, if legally permissible, so that the Disclosing Party may seek a protective order or other appropriate remedy;

- b. Disclose only that portion of the Confidential Information that is legally required to be disclosed; and
- c. Use reasonable efforts to ensure that all Confidential Information that is disclosed is treated confidentially.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue in full force and effect, unless earlier terminated by written agreement.

6. REMEDIES

The Receiving Party acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Agreement by the Receiving Party or its Representatives. Therefore, in addition to all other remedies available at law or in equity, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, without the necessity of posting a bond or other security.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law principles. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in Georgia, and each Party consents to the jurisdiction thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

Board of Education of the City of Decatur

By: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Vendor Name

By: _____

Name: _____

Title: _____

Date: _____