



Non-Disclosure Agreement

In consideration of the City of Friendswood retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the City or any selected City agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the City, and more specifically agree as follows:

Media releases pertaining to this RFP/RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the City, and then only in accordance with explicit written instructions from the City. The disclosure of the contents of proposals prior to the award of a contract under this RFP/RFQ, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the City.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the City.
3. Consultant agrees to maintain the confidentiality of all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the City's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to the City upon the first to occur of; (a) completion of the project, or (b) request by the City.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the City to immediately terminate the Agreement upon written notice to Proposer for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the City elects to terminate the Agreement upon the breach hereof, the City may require Consultant to pay to the City the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty but is intended to be a reasonable estimate of the amount of damages to the City in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

Printed Name of Consultant

By: _____

Title: _____

Date: _____