

City of Seattle

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of _____ 2010, between **The City of Seattle**, by and through its **City Light Department** ("Disclosing Party") and _____ ("Recipient Party"), Disclosing Party and Recipient agree as follows:

1. DEFINITIONS

"Confidential Information" shall mean: (i) all information disclosed in tangible form by Disclosing Party and marked "confidential" or "proprietary." (ii) Any oral information designated as Confidential Information by the Disclosing Party at the time the oral information is provided.

2. PURPOSE

The Recipient shall use the Confidential Information only for the following purposes:

- a. to _____ evaluate _____

3. OBLIGATION OF CONFIDENTIALITY

The Recipient will use the same degree of care, but not less than a reasonable degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential or proprietary information of a like nature. The Recipient shall limit the use of and access to Disclosing Party's Confidential Information to the Recipient's employees or independent contractors who need to know such Confidential Information, for the purpose set forth in Section 2 above and who have entered into binding obligations of confidentiality substantially similar to the obligations set forth herein.

4. CONFIDENTIALITY PERIOD

The Recipient's obligations to protect Confidential Information hereunder shall expire three (3) years from the date of each such disclosure of Confidential Information.

5. EXCEPTIONS

The Recipient has no obligation of confidentiality to any Confidential Information that:

- a. is or becomes a matter of public knowledge through no fault of the Recipient; or
b. was in the Recipient's possession or known by it prior to receipt from Disclosing Party; or

c. was rightfully disclosed to the Recipient by another party without restriction; or

d. is independently developed by the Recipient without access to Disclosing Party's Confidential Information.

The Recipient may disclose Confidential Information pursuant to any statutory or regulatory requirement or court order, provided that Disclosing Party is, to the extent legally permitted, given ten (10) days advance notice of any proposed disclosure, in order for Disclosing Party to pursue a protective order. If a protective order is not obtained by Disclosing Party at the conclusion of this ten (10) day period, the Recipient may disclose the requested Confidential Information without further liability.

6. EQUITABLE RELIEF

The Recipient acknowledges and agrees that due to the unique nature of Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligation. Recipient further acknowledges that any such breach may allow the Recipient or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, upon any such breach or threat thereof, Disclosing Party shall be entitled to seek appropriate equitable relief. The Recipient will notify Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

7. INTELLECTUAL PROPERTY RIGHTS

Recipient does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement.

8. Return of Information

At any time, the Disclosing Party may request the return or the destruction, of all tangible Confidential Information previously delivered to the Recipient. Upon receipt of such request, all such Confidential Information, including without limitation any copies, summaries or compilations of such information,

still in the Recipient's possession or under its control shall be promptly returned or destroyed, as requested.

9. GENERAL

This Agreement supersedes all prior discussions and writing with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver of such right. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which the Confidential Information may be disclosed. In the event that any of the provisions of this Agreement shall be

held by a court of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws provisions thereof, and each party submits to the jurisdiction and venue of the Washington state or federal court serving the King County area with respect to the subject matter of this Agreement. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein. This Agreement is written in the English language only, which language shall be controlling in all respects. If applicable, this Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

WHEREFORE, the Parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

Disclosing Party

Recipient Party

The City of Seattle,
by and through its **City Light Department**

By: _____

By: _____

Title:

Title:

Address: 700 Fifth Avenue, Suite 3200
PO Box 34023
Seattle, WA 98124-4023

Address: