NONDISCLOSURE AGREEMENT – RFP MANAGED IT SERVICES

This Nondisclosure Agreement (the "**Agreement"**) is by and between **The Corporation of the Municipality of Kincardine,** 1475 Concession 5, Kincardine, Ontario, Canada N2Z 2X6 and **the Bidder named in the signature block** at the end of the Agreement. This Agreement is effective as of the date signed by the Bidder or, if not dated, the date the agreement is received by the Municipality (the "**Effective Date**").

In consideration of the above premises and other valuable consideration, the sufficiency of which is hereby acknowledged by the Bidder:

1. **Purpose and Limits on Use.**   Subject to receiving a signed Agreement from Bidder, the Municipality will provide information relating to the Municipality's IT systems ("**Confidential Information**") to support Bidder's participation in the RFP process.   The Bidder may only use the Confidential Information as strictly needed to participate in the RFP process (the "**Purpose**") and for no other purpose.

2. **Disclosure to Representatives.** The Bidder must not disclose any Confidential Information to third parties or employees of the Bidder (collectively "**Representatives**"), except for Representatives who are: (a) under obligations of equivalent to, or more stringent than, those set out in this Agreement and (b) who have a need to know the Confidential Information for the Purpose. The Bidder shall be liable to the Municipality for any breach of this Agreement by its Representatives.

3. **Protection of Confidential Information.** The Bidder must maintain the confidentiality of the Municipality's Confidential Information using, at minimum, the same degree of care that the Bidder utilizes to protect its own Confidential Information of a similar nature and not less than reasonable care.

4. **Deletion of Materials.** The Bidder must, at the Municipality's request, promptly delete from their systems (and ensure deletion by Representatives from their systems) all materials in the Bidder's or any Representative's possession containing the Municipality's Confidential Information. If requested, the completeness of deletion shall be certified in writing by an authorized officer of the Bidder.

5. **Term and Termination.** The Agreement is effective as of the Effective Date and will terminate on the earliest of the following: (a) upon the Municipality entering into a definitive agreement that arises from the Purpose; (b) 3 months following the Effective Date, unless the Municipality expressly extends the term. The termination of this Agreement will not affect the Bidder's obligations with respect to the Municipality's Confidential Information received prior to the effective date of termination.

6. **Governing Law.** This Agreement and the rights and obligations of the parties shall be governed, construed, and interpreted in accordance with the laws of the Province of Ontario.

Bidder Legal Name:	
Signature:	
Name / Title:	
Date:	