

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR
PROPOSERS FOR RFP FQ15000**

This Confidentiality and Non-Disclosure Agreement (Agreement) is between the Washington Metropolitan Area Transit Authority (WMATA) located at 600 5th Street, NW, Washington DC 20001(Discloser) and _____ (Recipient) with headquarters located at _____ (address). Discloser has issued an RFP FQ15000 to design and construct a 700 MHz, P-25 Phase II Trunked Radio System to support radio communications needs throughout the entire WMATA service area. As part of the 700 MHz P-25 Phase II trunked radio system, the successful proposer will be required to engineer, furnish, license, install, configure, commission, and warrant the 700 MHz Radio Communication System. WMATA will make the all Solicitation Documents available in the virtual bid room to proposers who execute this nondisclosure agreement.

1. **DEFINITION:** As used in this nondisclosure agreement, "Confidential/Proprietary Information" includes: all Solicitation Documents that a proposer will need for purposes of responding to RFP FQ15000.
2. **LIMITATION ON USE:** Recipient agrees to use the Confidential/Proprietary Information solely for the purpose of responding to RFP FQ15000. Recipient may disclose the Confidential/Proprietary Information to its employees and consultants who have a bona fide need to know such Confidential/Proprietary Information in order to respond to the RFP, but solely to the extent necessary to pursue this purpose and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective to the Confidential Information as those set forth in this Agreement.
3. **OWNERSHIP:** The parties agree that all drawings, specifications, reports, safety and security plans, reference drawings, attachments developed by Recipient based on the Confidential Information it receives from Discloser to respond to RFP FQ15000 shall belong to WMATA, and WMATA shall have sole rights to all intellectual property that is developed.
4. **LIMITATION ON DISCLOSURE:** Recipient agrees that it will not disclose the Confidential Information to any third party without WMATA's prior written approval, except as required by law. In the event that Recipient determines that it is required to disclose the Confidential Information by any court or legislative or administrative body, Recipient will provide WMATA with prompt written notice in order to allow WMATA to challenge such disclosure by obtaining a court order or other appropriate protective order. However, if WMATA is unable to obtain or does not seek such protective order and the Recipient is, in the opinion of its counsel, compelled to disclose such Confidential Information under penalty of

liability for contempt or other censure or penalty, disclosure of such information may be made without liability.

5. Recipient will use the same degree of care to avoid unauthorized disclosure of Confidential Information that it employs with respect to its own confidential information of like importance.
6. **REMEDIES:** The parties agree that unauthorized disclosure to third parties of WMATA's Confidential/Proprietary Information could be detrimental to WMATA. Therefore, without limiting its other rights and remedies, WMATA shall be entitled to request an immediate injunction against the Recipient should this Agreement be breached.
7. **RETURN OR DESTRUCTION OF CONFIDENTIAL/PROPRIETARY INFORMATION:** Upon written request by WMATA, the Recipient shall return all tangible forms of Confidential/Proprietary Information (including any and all copies thereof) in its possession within thirty (30) days of the date of request. Notwithstanding the above, within ten (10) days of receipt of notification that its proposal/bid was unsuccessful, the Recipient agrees to destroy all copies of the Solicitation Documents disclosed to them as a part of request for proposal package and also to destroy all notes, measurements etc., related to or based on the Confidential Information that Recipient obtained in the bid room and in accordance with industry best practices for destruction of such material, and certify such destruction to WMATA.
8. These nondisclosure obligations shall survive this Agreement, whether or not the Recipient is awarded a contract to design and construct a 700 MHz, P-25 Phase II Trunked Radio System, and the termination of any future agreement or business relationship entered between the parties addressing or related to the subject matter of this Agreement.
9. In the event that any provision of this Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other provisions of this Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may modify the objectionable provisions as to make them valid, reasonable and enforceable.
10. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia without regard to its choice of law provisions, except that in the case of any direct and irreconcilable conflict between District of Columbia law and the WMATA Compact, the WMATA Compact shall govern. Any disputes between the parties shall be resolved in Courts of the District of Columbia.

11. **TERM:** This Agreement commences on the date this Agreement is signed by the Recipient and terminates after return of Confidential Information or submission of certificate of destruction in compliance with section 7 of this Agreement or five year from date of agreement, whichever date is later.

12. This Agreement may be executed in counterparts, each of which shall be considered the original. This Agreement contains the entire agreement of the parties as to all subject matters addressed herein.

Agreed on this _____ day of _____, 2015.

For WMATA: By: _____
 Richard Owens

 Title: Contracting Officer

 Date: _____

For Recipient: By: _____
 (Signature)

 Name: _____

 Title: _____

 Company: _____

 Date: _____