

NON-DISCLOSURE AGREEMENT

In consideration of participating in an RFP process conducted by the City of Coquitlam (the "City") as a Proponent, _____ (the "Proponent") agrees as follows:

1. The Proponent acknowledges that during the RFP process he/she may have access to certain trade secrets and confidential information of the City, its contractors, suppliers or residents (the "Information"). Information includes but is not limited to any of the following:
 - (i) business methods, practices, and strategies;
 - (ii) compilations of data, information, or other documents concerning business, methods, practices, and strategies;
 - (iii) information deemed sensitive or private under the laws of British Columbia;
 - (iv) information about residents of the City;
 - (v) confidential, proprietary or trade secret information submitted by suppliers, consultants or co-venturers to the City for study, evaluation or use; and
 - (vi) any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.

The Proponent recognizes that disclosure of the Information to any unauthorized person may expose the City to substantial and irreparable harm, and agrees that, except as directed by the City, he/she will not at any time, whether during the RFP process or after an award as a result of the RFP process, his/her involvement as a Proponent, disclose any Information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Information.

3. The Proponent acknowledges that disclosure of any confidential information will give rise to irreparable injury to the City, inadequately compensable to damages. Accordingly, the City may seek and obtain injunctive relief against any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.
4. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of by either party against the other whether predicted on this Agreement or otherwise, and shall survive the conclusion of the RFP process for a period of three (3) years.
5. This Agreement shall be enforceable in and construed in accordance with the laws of the Province of British Columbia, Canada.

6. This Agreement contains the entire agreement of the parties relating to the Information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the Proponent has executed and delivered this Agreement as of the ____ day of _____, 2021.

Witnessed by: _____ Signed: _____
Name of Proponent

Print Name

Signed on behalf of the City of Coquitlam:

Witnessed by: _____ By: _____

Manager
City of Coquitlam

Print Name

Print Name: _____

Title: _____

Date: _____