

APPENDIX CC

NON-DISCLOSURE AUTHORIZATION

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This non-disclosure authorization agreement ("Authorization") is between the Pennsylvania Department of Transportation (PennDOT) and _____ ("Company"), with a business address at _____.

I. RECITALS

- A. Company wishes to receive PennDOT information included in the Request for Quotation ("RFQ") and Appendices which are confidential and proprietary information (hereinafter collectively "Information") for the sole purpose of preparing a proposal to be submitted in response to the Request for Quotes Number 6100041671, *Modernized Vehicle and Drivers License System*. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.
- B. PennDOT is willing to disclose the Information and Company is willing to receive the Information (as "Receiving Party") subject to the terms and conditions set forth herein.

Therefore, PennDOT and Company agree, as follows:

- 1. That the disclosure of Information by PennDOT is in strictest confidence and thus Company shall:
 - a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information secret as the Company uses in maintaining as secret its own secret information;
 - b. Use the Information only for the above purposes;
 - c. Restrict disclosure of the Information solely to those employees of Company having a need to know such Information in order to accomplish the purpose stated above;
 - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Company under this Authorization, and require each such employee to maintain those obligations;
 - e. Return to PennDOT all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to PennDOT, in writing, the destruction of such materials no later than the date and time identified in RFQ 6100041671, Calendar of Events, as the date and time the sealed proposals must be received by; and

- f. Immediately upon sale of Company or merger of Company with a third party, return to PennDOT all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to PennDOT, in writing, the destruction of such materials.
 - g. Hold the Commonwealth and PennDOT harmless and indemnify the Commonwealth and PennDOT, its officers, employees or agents harmless against all claims, demands, actions based upon or arising out of any activities performed under this document, including but not limited to those alleging infringement of patents or copyrights or misappropriation of trade secrets, for damages, costs, or expenses arising, or alleged to have arisen, from injury, death, property damage or any other cause as a result of any act or omission of the Company under this authorization.
2. This Authorization imposes no obligation on Company with respect to any portion of the Information received from PennDOT which (a)(1) was known to the Company prior to disclosure by PennDOT and (2) as to which the Company has no obligation not to disclose or use it, (b) is lawfully obtained by the Company from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Company or (e) is generally disclosed by PennDOT to third parties without any obligation on the third parties.
3. The Information shall remain the sole property of PennDOT or the originating agency.
4. In the event of a breach or threatened breach or intended breach of this Authorization by Company, PennDOT, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
5. The validity, construction, and performance of this Authorization are governed by the laws of the Commonwealth of Pennsylvania.
6. The rights and obligations of the parties under this Authorization may not be sold, assigned or otherwise transferred.
7. _____ agrees to indemnify, hold harmless and (if requested) defend PennDOT, the Commonwealth of Pennsylvania, and its officers, agents and employees from any and all claims, suits, actions, judgments and losses accruing or resulting from any and all contractors, subcontractors, and any other person, institution or organization furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, losses, costs, demands, expenses, and actions accruing or resulting from any person, institution or organization for injury, death, or property damage caused by the negligence of the _____ or its employees in the performance of this Agreement and against any liability, cost and expense for violation of proprietary

rights or rights of privacy arising out of the publication, translation, delivery, performance, use or disposition of the Information covered under this Agreement.

8. Company and its employees acknowledge that failure to keep the Information Confidential could constitute a violation of state laws, and privilege laws. Company and its employees have full knowledge that they are not authorized to disclose the Information at any time.

This Authorization is binding upon PennDOT and Company, and upon the directors, officers, employees and agent of each. This Authorization is effective as of the date of execution and will continue indefinitely, unless terminated by either party upon written notice. However, Company's obligations of confidentiality, indemnification and restrictions on use of the Information disclosed by PennDOT shall survive termination of this Agreement.

Pennsylvania Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

The undersigned acknowledges that he/she is an employee of Company and that by signing below, he/she agrees not to disclose any Information to any other person or entity without the express prior written approval of PennDOT and without first requiring that such other person or entity first sign confidentiality and non-disclosure acknowledgements containing substantially the same provisions as those set forth herein.

(Company)

By: _____

Name: _____

Title: _____

Date: _____