

Vendor Non-disclosure Agreement

Cybersecurity Services RFP (January 2021)
Confidentiality and Non-Disclosure Agreement
Submit completed form to alison.toth@kirkwoodschoools.org

This NON-DISCLOSURE AGREEMENT (the "Agreement") is entered between the undersigned ("Recipient") and Kirkwood School District.

WHEREAS, Kirkwood School District ("KSD") seeks proposals in response to Cybersecurity Services RFP due on February 23, 2021. In order for Recipient to prepare its proposals for KSD, KSD must provide certain legally protected, proprietary and security sensitive confidential information to the Recipient. Because the Confidential Information from KSD is for the sole purpose of the Recipient's preparation of a proposal in response to the RFP, KSD is willing to disclose the Confidential Information to Recipient under the terms and conditions set forth herein.

"Confidential Information" shall mean all information, technical and usage data or know-how which relates to the business, facilities, services or products of KSD, entities monitored by KSD, or other KSD vendors, which is disclosed to Recipient by KSD, directly or indirectly, in writing, electronically, orally or by drawings or inspection, including the RFP document. Confidential Information does not include information, technical data or know-how which (i) is already published or available to the public; (ii) is proven to have been known to Recipient prior to disclosure; or (iii) is independently developed by personnel or agents of Recipient without reliance on the Confidential Information.

NOW, THEREFORE, Recipient agrees as follows:

Recipient agrees not to disclose or use the Confidential Information disclosed by KSD except to evaluate it as contemplated by this Agreement. Recipient agrees to keep the Confidential information in strict trust and confidence and shall not disclose any of it to any person or entity except to a limited number of its own employees who require the knowledge to perform the evaluation and who have agreed to maintain the confidentiality obligations of this Agreement.

The Confidential Information and all copies thereof shall remain the exclusive property of KSD and all Confidential Information, shall, upon request of KSD, be promptly returned by Recipient to KSD, accompanied by all copies of such Confidential Information. Recipient agrees to immediately notify KSD upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help KSD regain possession of Confidential Information and prevent further unauthorized use or disclosure.

"Confidential Information" shall mean all information, technical and usage data or know-how which relates to the business, facilities, services or products of KSD, entities monitored by KSD, or other KSD vendors, which is disclosed to Recipient by KSD, directly or indirectly, in writing, electronically, orally or by drawings or inspection, including the RFP document. Confidential Information does not include information, technical data or know-how which (i) is already published or available to the public; (ii) is proven to have been known to Recipient prior to disclosure; or (iii) is independently developed by personnel or agents of Recipient without reliance on the Confidential Information.

Recipient acknowledges and agrees that a breach of this Agreement may result in irreparable and continuing damage to KSD, and that, in the event of such breach, KSD will be entitled to injunctive relief and/or a decree for specific performance as may be available at law, inequity, or otherwise.

Signed this _____ day of _____, 2021.

Signature: _____ Printed Name: _____

Company Name: _____ Email address: _____