

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement"), is made as of _____, 2024, by _____, a[n] _____ ("Recipient"), to and for the benefit of LAKE COUNTY CRISIS CENTER FOR THE PREVENTION AND TREATMENT OF DOMESTIC VIOLENCE, an Illinois not for profit corporation d/b/a A Safe Place ("ASP").

R E C I T A L S:

A. ASP will be issuing its Request For Proposal regarding **A Safe Place Emergency Shelter** ("RFP"), incorporated by reference into this Agreement.

B. Recipient intends to submit its proposal(s) or response to the RFP and in connection therewith, may have access to and utilize, among other things, certain proprietary information, trade secrets, contracts, data, software, digital files, video/photographic recordings, materials, observations, measurements, and other media or data, financial information, and other confidential information which is the exclusive property of ASP (collectively, the "Confidential Information").

C. As a condition to ASP's disclosure of the Confidential Information, ASP requires that Recipient execute and deliver this Agreement to ASP.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient hereby covenants to and agrees with ASP as follows:

1. Recipient shall keep the Confidential Information strictly confidential and, without ASP's prior written consent, Recipient shall not use the Confidential Information for any purpose other than in connection with evaluating and responding to the RFP. Recipient further agrees to transmit the Confidential Information only to those employees and agents of Recipient who are actively and directly participating in the evaluation of and response to the RFP, who have a need to review the Confidential Information, and who have agreed to comply with the terms of this Agreement and who are under similar confidentiality restrictions as contained in this Agreement. All such disclosures shall be subject to the terms and conditions of this Agreement, and Recipient shall be fully responsible for ensuring compliance with the terms and conditions of this Agreement and liable for any breach of this Agreement by its employees and agents.

2. Confidential Information shall not be deemed to include information which falls within any of the following categories:

- (a) Information which is, or subsequently becomes, generally available to the public through no wrongful act of Recipient;

- (b) Information, which is disclosed, without restriction on further disclosure, to Recipient by a third party having no duty of confidentiality with respect to such information;
- (c) Information which is approved for release by written authorization of an officer of the ASP;
- (d) Information which has been developed by or for Recipient independently without reference to or reliance upon Confidential Information, and as can be shown by written documents; or
- (e) Information which Recipient can demonstrate by its written records to have had rightfully in its possession prior to ASP's disclosure to the Recipient.

3. Recipient shall, promptly following ASP's request, return to ASP all papers, documents, computer disks, software, and other media containing all or any portion of the Confidential Information, together with any notes, reports, abstracts, or documents, in any form or medium, containing any portion of the Confidential Information. In addition, Recipient and its representatives will not retain any copies, extracts or other reproductions, in whole or in part, of the Confidential Information. Recipient shall thereafter destroy all documents, memoranda, notes or other writings prepared by Recipient, or its representative, which are based in any part on the Confidential Information.

4. The obligations under this Agreement shall continue subsequent to completion or termination of the RFP and Recipient's response to the RFP, if any, after obtaining the Confidential Information. This Agreement and the confidentiality required hereunder shall survive until such time as all Confidential Information becomes publicly known or is made generally available through the actions of the ASP.

5. It is understood that this Agreement does not constitute an agreement by either party to enter into any agreement and does not obligate either party to enter into any further discussions or agreements in connection with the RFP.

6. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, trade secret or other intellectual property right nor will this Agreement grant Recipient any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the purposes contemplated by this Agreement. ASP makes no representations or warranties, express or implied, as to the accuracy, completeness, or noninfringement of the Confidential Information that it provides to Recipient. Recipient agrees that ASP, including its affiliates, officers, employees, agents, or representatives, shall not have any liability to Recipient relating to or resulting from the use of the Confidential Information or any errors or omissions therein.

7. Notwithstanding anything to the contrary contained herein, Recipient shall be entitled to disclose the Confidential Information in accordance with the terms of any court order, provided that Recipient provides ASP with prior notice of such disclosure and cooperates with ASP to avoid, limit or ensure confidential treatment in connection with any such disclosure.

8. Recipient acknowledges that ASP will suffer severe and irreparable injury as a result of the Recipient's failure to comply with the restrictions contained in this Agreement, that ASP has no adequate remedy at law with respect to any such violation and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, the parties agree that in the event of a breach or threatened breach by Recipient or its representative of the terms of this Agreement, ASP is entitled, in addition to any other remedies available to it either at law or in equity, to immediate injunctive relief, specific performance and/or any other appropriate equitable remedies available to ASP (without the posting of any bond) restraining the Recipient from any violation of such restrictions. Nothing herein shall be construed as prohibiting ASP from pursuing any other remedies available to ASP for such breach or threatened breach, including the recovery of damages from the Recipient. Recipient shall indemnify and hold ASP harmless from and against any loss, cost, damage, or expense paid or incurred by ASP to enforce the terms of this Agreement or as a result of the breach or threatened breach of this Agreement by Recipient, including, without limitation, reasonable attorneys' fees and costs.

9. The terms of this Agreement shall be binding upon Recipient and its successors and assigns and shall inure to the benefit of ASP and its successors and assigns.

10. This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois without regard to conflicts of law principles. Jurisdiction for any dispute under this Agreement shall be the appropriate federal or state courts located in Cook County, Illinois.

11. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof, and may not be amended except by an agreement in writing signed by the parties.

12. No failure or delay by ASP in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof limit or preclude any other or further exercise thereof, or the exercise of any other right, power or privilege hereunder.

13. If any part or parts of this Agreement are found to be invalid, illegal or unenforceable in any respect, it is the intent of the parties that a court so finding shall revise or modify the provisions hereof found to be invalid, illegal or unenforceable, and the remaining provisions hereof shall nevertheless be valid and binding with the same force and effect as if the invalid, illegal or unenforceable part or parts were originally deleted.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile or other electronic signatures shall bind as originals.

15. The headings contained in this Agreement are for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent, of this Agreement or any provision hereof.

16. The parties acknowledge that this Agreement has been drafted by all parties hereto, in conjunction with their legal advisors, and agree that any ambiguity or uncertainty existing herein shall not be construed against any one party to the detriment of any other. Except for the foregoing, nothing in this section shall be construed to abrogate or limit any other applicable rule of construction or contract interpretation.

17. The recitals to this Agreement are incorporated herein by reference and constitute a part hereof.

[signature page follows this page]

IN WITNESS WHEREOF, Recipient has caused this Agreement to be executed and delivered as of the day and year first above written.

RECIPIENT:

By: _____

Name: _____

Title: _____