January 2022

NON-DISCLOSURE AGREEMENT

The undersigned hereby acknowledges and agrees that this solicitation and its associated procurement contains or involves certain non-public, proprietary, and/or confidential information. This may include, but is not limited to, documents, restricted drawings, microfilms or CDs or other electronic storage, photographs, tables, technical information and employee identities (collectively, "Confidential Information") that may be provided to or viewed by the undersigned in connection with this procurement and RFx, regardless of form, source, or method of delivery of the Confidential Information. The Confidential Information is a valuable, special and unique asset of the City of New York (the "City") and the agency soliciting responses to this RFx (the "Agency").

The undersigned, therefore, agrees that neither they, nor any of their agents, assignees, servants or employees of their company, will at any time, without the prior consent of the Agency, disclose in any way any Confidential Information given to the undersigned by the Agency. The undersigned shall use such Confidential Information only for the purposes for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the Agency.

Undersigned specifically acknowledges the sensitive nature of the Confidential Information delivered to undersigned by the Agency, and that any violation of this non-disclosure agreement could compromise the security of the Agency and the City.

Undersigned hereby assigns to the Agency all royalties, remunerations and emoluments that have resulted, will result, or may result from any disclosure, publication or dissemination of the Confidential Information not consistent with the terms of this non-disclosure agreement by undersigned or undersigned's agent.

In the event of a breach or threatened breach of this non-disclosure agreement, the Agency shall be entitled to an injunction restraining the undersigned from disclosing in whole, or in part, any of such Confidential Information. Nothing herein shall be construed as prohibiting the Agency from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the undersigned or preclusion from award of this solicitation or related solicitations.

By granting undersigned conditional access to the Confidential Information, neither the Agency nor the City waives any statutory or common law evidentiary privileges or protections that it may assert in any court proceeding to protect any Confidential Information to which undersigned has been given conditional access under the terms of this non-disclosure agreement.

Contract No: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____