

(b) the Receiving Party had such information in its possession, or knew, at the time of disclosure by the District, and that was not acquired directly from District;

(c) the Receiving Party subsequently acquires such information by lawful means from a third party who is under no obligation of confidentiality owed to the District;

(d) such information is independently developed by the Receiving Party without reference to any non-public Confidential Information of the District;

(e) such information is disclosed by the District to a third party without confidentiality restrictions; or

(f) subject to the terms and conditions of Section 7 below, such information is required to be disclosed by Recipient to any governmental agency or pursuant to any subpoena, summons, order or other judicial decree.

The Authorized Representative attests it is an authorized signatory of the Firm and the Firm is a business licensed in the District of Columbia, seeking conditional disclosure of the Confidential Information for the Disclosure Purpose. In consideration of granting such conditional access, the Receiving Party hereby attests and agrees to the following:

(1) The Receiving Party understands that the Confidential Information is being provided strictly on a need- to-know basis, for the sole purpose of preparing a plan, specification or bid in response to the Solicitation. The Receiving Party understands that unauthorized disclosure would adversely affect the District. The Receiving Party agrees not to disclose or make, nor permit the disclosure or making of, any copies or reproductions of the Confidential Information for any purpose other than the Disclosure Purpose.

(2) The Receiving Party will maintain the confidential status of the Confidential Information and will take all reasonable precautions to protect the Confidential Information from unauthorized disclosure. The Receiving Party will keep all Confidential Information safe, secure, and confidential at all times in accordance with the terms of this Agreement and all applicable District, state and federal laws.

(3) The Receiving Party will procure all Firm's employees, consultants, subconsultants, subcontractors, and agents to whom the Confidential Information is disclosed or whom have access to the Confidential Information to sign a non-disclosure or similar agreement in content substantially similar to this Agreement.

(4) The Receiving Party will not disclose any of the Confidential Information or any information derived therefrom to any third party.

(5) The Receiving Party hereby agrees that all disclosed Confidential Information shall be and remain the property of the District. The Receiving Party further agrees that upon a written request from the District, the Receiving Party will promptly return all the Confidential Information (including all document originals, copies, reproductions and summaries of Confidential Information documents), or certify the destruction of the Confidential Information documents in writing to the District.

(6) The Receiving Party further understands that the disclosure of Confidential Information to which the Receiving Party has agreed herein not to divulge may be subject to criminal and civil penalties as well as appropriate corrective action.

(7) The Receiving Party hereby agrees to indemnify and hold harmless District from any damage, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information. The Receiving Party acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement, and that any such breach would cause the District irreparable harm. In the event that any action or proceeding is brought against the District by reason of any such unauthorized use or disclosure of the Confidential Information, the Receiving Party shall, upon written notice from the District, resist and defend such action or proceeding by counsel satisfactory to the District. Accordingly, the Receiving Party agrees that in the event of any breach or threatened breach of this Agreement, the District, in addition to any other remedies at law or in equity the District may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Receiving Party hereby consents to an injunction preventing the dissemination or threatened disclosure of the Confidential Information to any third party.

(8) The Receiving Party understands and hereby agrees that no failure or delay by the District in exercising any right, power, or privilege shall operate as a waiver, nor shall any single or partial exercise thereof preclude the exercise of any right, power, or privilege hereunder. The Receiving Party further understands that no waiver shall be binding unless executed in writing by the party charged with the waiver.

(9) The Receiving Party understands and hereby agrees that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

(10) The Receiving Party understands and hereby agrees that it shall not assign or transfer all or any part of its rights under this Agreement without the written consent of the District.

(11) The Receiving Party understands and hereby agrees that this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to the conflict of law provisions thereof. The Receiving Party irrevocably and unconditionally:

- (a) Agrees that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought in a court of appropriate jurisdiction in the District of Columbia;
- (b) Consents to the jurisdiction of each such court in any suit, action, or proceeding; and
- (c) Waives any objection, which may have to venue of any such suit, action, or proceeding in any of such courts.

(12) The Receiving Party understands and hereby agrees that the term of this Agreement shall be three (3) years from the effective date of this Agreement provided that

the term of confidentiality with respect to the Documents shall be five (5) years from the date of disclosure.

(13) The Receiving Party understands and hereby agrees that this Agreement may be terminated by either party by giving thirty (30) days notice in writing to the other party. In the event of termination or expiration of this Agreement, the Receiving Party shall immediately return all Confidential Information (including all document originals, copies, reproductions and summaries of Confidential Information documents), or certify the destruction of the Confidential Information documents in writing to the District.

(14) The Receiving Party understands and agrees that the District's remedies hereunder shall be cumulative and not exclusive.

[Remainder of Page Intentionally Left Blank.]

I acknowledge that all provisions of this Agreement apply jointly and severally to the Firm, its officers, directors, principals, shareholders, interest holders, employees, agents, representatives, partners, venturers, successors-in-interest, assigns, subcontractors, and anyone acting through them.

ATTEST:

[INSERT NAME OF CORPORATION]

By: _____
Name: _____
Title: _____
Date: _____

Corporate Secretary

(Print/Type Name)
(Corporate Seal)

OR

WITNESSES:

Signature: _____

Print/Type Name: _____

Signature: _____

Print/Type Name: _____

**DISTRICT OF COLUMBIA GOVERNMENT,
by and through its DEPARTMENT OF
GENERAL SERVICES**

By: _____
Name: _____
Title: _____
Date: _____