NON-DISCLOSURE AGREEMENT

WHEREAS the City of Coquitlam (the "**City**") issued a Request for Proposals for **Web Application Firewall** (the "**RFP**") and, given the nature of the services and the necessity for the City to safeguard sensitive information, proponents are required to enter into a non-disclosure agreement prior to receiving a copy of the scope of work and other confidential information;

NOW THEREFORE IN CONSIDERATION of the opportunity to respond to the RFP, and as a condition of the City sharing certain sensitive and confidential information with the undersigned (the "**Proponent**"), the payment of $1.00 by the City to the Proponent and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Proponent hereby agrees as follows:

1. In this Agreement:

    a) "**Confidential Information**" means the RFP scope of work and all other documents, reports, records, materials or other information, whether disclosed orally, in writing or electronically and whether or not marked confidential, relating to the RFP or to the City's information technology systems and processes or to its business methods, practices, and strategies, and all other information of a sensitive, confidential or propriety nature, including any such information of third parties within the City's custody or control, and any correspondence, meetings, observations or negotiations related thereto, but does not include information that:

        i) is already or subsequently becomes available to the public other than by a breach of this Agreement or another obligation of confidentiality;
        ii) is proven to be known by the Proponent on a non-confidential basis prior to disclosure by the City;
        iii) is rightfully received from a third party not in breach of any obligation of confidentiality to the City; or
        iv) is independently developed without the use of the Confidential Information; and

    b) "**Purpose**" means the purpose of participating in the RFP process.

2. The Proponent will use the Confidential Information solely for the Purpose. Proponent will not disclose the Confidential Information to any person other than Proponent's directors, officers and employees who have a need to know the Confidential Information for the Purpose and who have been advised of, and agree to comply with, the terms of this Agreement. The Proponent will be responsible for any breaches of this Agreement by any such persons.

3. The Proponent will take reasonable security measures and use care to preserve the confidentiality of, and to avoid the unauthorized disclosure or use of, the Confidential Information. The Proponent will not copy, reproduce or store the Confidential Information, except for such copies, reproduction and storage as may be required for the Purpose.

4. Upon request of the City, the Proponent will promptly return, or destroy if so requested by the City, all Confidential Information provided to the Proponent, including all copies made by the Proponent or its representatives, and will delete all Confidential Information from its retrieval systems and data bases.

5.   All right, title and interest in and to the Confidential Information is and will remain the exclusive property of the City. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of the Confidential Information or whether the Confidential Information infringes any other party's rights.

6.   If the Proponent is required by applicable law or legal process to disclose any Confidential Information, the Proponent may make such disclosure but must first promptly notify the City of such requirement in order to enable the City to seek an appropriate protective order or other remedy and the Proponent will not oppose any such action.

7.   The Proponent agrees that monetary damages would not alone be sufficient to remedy any breach by the Proponent or its representatives of this Agreement and the City will also be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof, in addition to any other remedy available pursuant to this Agreement or at law or in equity.

8.   This Agreement will be governed by the laws of the Province of British Columbia.

9.   The Proponent may not assign this Agreement without the City's prior written consent. This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Proponent.

10.   If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part and the remaining part of such provisions and all other provisions hereof will continue in full force and effect.

11.   No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

12.   This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of a manually executed signature page to this Agreement by electronic transmission will be as effective as delivery of an originally executed copy.

        IN WITNESS WHEREOF the parties have executed this Agreement, effective as of the date of last signature below.

CITY OF COQUITLAM   **PROPONENT: [insert name]**

Per: _____   Per: _____
        Name: Name:
        Title: Title:
        Date: Date: