

## **NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT is made and entered into effective as of the execution date of the Agreement by and between CITY OF PITTSBURGH with its principal offices at 414 Grant St., Pittsburgh, PA 15219 ("Disclosing Party" or "CITY") and \_\_\_\_\_ located at \_\_\_\_\_ ("Receiving Party" or "VENDOR").

CITY and VENDOR wish to exchange information in order to allow VENDOR to receive confidential plan documents in order to quote Construction Services on behalf of CITY's Office of Management & Budget. In the course of this exchange of information, the parties anticipate disclosing confidential, financial and/or proprietary information to one another. CITY and VENDOR agree that their disclosure of information in connection with the assessment shall be governed by this Non-Disclosure Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. All CITY records, data and materials, including but not limited to Board of Appeals Variances, Certificates of Occupancy, Department of Labor & Industry Accessibility, Special Inspections, check deposits, credit card deposits, construction drawings, business records, trade secrets, concepts, marketing plans, technical information, process designs, manufacturing and fabrication methods, blue prints, models, prototypes, performance data, supplier information, personnel information, job requirements, the identity of customers and suppliers of personal identification and any other information designated as confidential or proprietary which are disclosed by the Disclosing Party to the Receiving Party in connection with the purposes of this Agreement as set forth above, (referred to herein as "Confidential Information"), will be treated by the Receiving Party as confidential and will not be disclosed to any third party without consent of the Disclosing Party. Notwithstanding the foregoing, such confidentiality shall not apply to any information which:
  - a. is in the public domain at the time it was disclosed;
  - b. is disclosed inadvertently by the Receiving Party despite the exercise of the same degree of care which the Receiving Party takes to preserve and safeguard Confidential Information, and provided that the degree of care exercised shall be no less than commercially reasonable care under the circumstances;
  - c. is disclosed with the approval of the Disclosing Party; or

- d. becomes known to the Receiving Party from a third party who is not under an obligation to the disclosing party to keep such information confidential, or is released without restriction by the transmitting party to anyone.

2. VENDOR agrees that it:

- a. will not reproduce or disseminate Confidential Information in any form to any party without the consent of CITY;
- b. will use the Confidential Information only in such manner as to promote the purposes of this Agreement;
- c. will return all tangible forms of Confidential Information, and will destroy any copies, compilations, lists, summaries, calculation or other documents or data in any form that is derivative of the Confidential Information, to CITY upon the termination of this Agreement for any reason or at the request of the transmitting party; and
- d. will inform each of its employees and subcontractors receiving the confidential information of the obligations set forth in this Agreement restricting the reproduction, disclosure, use and handling of the Confidential Information, and require each subcontractor and employee or other agent having access to the Confidential Information to agree in writing to be bound by the terms thereof, as per the Employee Confidentiality Statement And Access Agreement attached hereto as "**EXHIBIT A**".

- 3. This NON-DISCLOSURE AGREEMENT does not create any rights of any kind in the Confidential Information received under the terms thereof.
- 4. VENDOR hereby recognizes and acknowledges the property interest and/or other rights of CITY in respect of the Confidential Information provided under the terms of this Agreement.
- 5. Neither the execution of this Agreement nor the disclosure of Confidential Information by CITY shall be construed to create or grant any form of license (expressly, by implication, estoppel or otherwise) or any right of ownership in or to such Confidential Information or in any invention, patent or patent application or copyright now or hereafter owned or controlled by the transmitting party.
- 6. The term of this Non-Disclosure Agreement shall continue until either party declares the same to be expired upon (30) days written notice to the other. The expiration of the term of this Non-Disclosure Agreement shall not affect the obligations of the parties hereunder

with respect to Confidential Information disclosed prior to such termination.

7. The parties agree that disclosure of Confidential Information will cause irreparable harm to the Disclosing Party for which money damages will not be adequate compensation, and injunctive relief is appropriate and necessary to prevent or to remedy any breach of this Agreement.
8. Each party shall be responsible for any costs and expenses it may incur in connection with this Agreement.
9. This Non-Disclosure Agreement shall not be assignable without the express written consent of the other party, which consent may be given or withheld with or without cause.
10. This Agreement contains the full, final and entire agreement between the parties with respect to the subject of confidentiality. The parties may have already entered, or may hereafter enter, into other agreements in regard to the supply of such services as are described in the recitals, and if so, such agreements shall continue in full force and effect. This Non-Disclosure Agreement shall be in writing and delivered to the addresses set forth above.
11. The invalidity of any portion of this Non-Disclosure Agreement will not render any other portion invalid.
12. This Non-Disclosure Agreement shall be governed by, and construed in accordance with the substantive laws of the state of Pennsylvania without regard to choice of law provisions.

**IN WITNESS WHEREOF**, the parties have executed this Non-Disclosure Agreement with the intent of being legally bound hereby this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF PITTSBURGH**

\_\_\_\_\_  
**Office of Management  
and Budget**

\_\_\_\_\_  
\_\_\_\_\_  
(print name & title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – \_\_\_\_\_

### **EMPLOYEE CONFIDENTIALITY STATEMENT AND ACCESS AGREEMENT**

By signing below, Employee ("I") acknowledges that he/she understands and agrees to all of the following in conjunction with his/her work (the "Project Work") under the City of Pittsburgh's Non-Disclosure Agreement with VENDOR.:

1. The information I review and/or receive from CITY as defined in the Non-Disclosure Agreement ("Confidential Information") as part of my work on the Project is to be considered confidential and proprietary to CITY for purposes of the Agreement;
2. I am to hold CITY Information in confidence, shall not use CITY Information other than for the purposes of the Project, and shall further disclose CITY Information only to its officers, directors, or employees with a specific need to know related to the Project;
3. I will not disclose, publish or otherwise reveal any of the Confidential Information received from CITY to any other party whatsoever except with the specific prior written authorization of CITY's Department of Innovation & Performance.
4. Any access granted to me shall be used exclusively to provide Project services under the Agreement. Access is granted at the sole discretion of CITY and any inappropriate activity related to or resulting from my access shall result in immediate revocation of my access and shall be grounds for immediate termination of the Agreement at CITY's sole discretion;
5. I have been informed of the non-disclosure requirements of the Agreement between CITY and VENDOR and I agree to fully comply with them;
6. I will not allow anyone else to utilize, even temporarily (intentionally or negligently) the computer access code (User ID) and/or electronic access card assigned to me for Project work, for any reason, nor for any reason will I use anyone else's User ID and/or electronic access card;
7. I will take all steps reasonably necessary to assure that any passwords and/or PIN codes I establish for my work on the Project are not revealed to anyone;
8. If my access is via a remote connection to my personal or business PC, software has been installed on it to protect CITY's computing environment, information, and/or data against computer threats from my PC, including without limitation worms, viruses, spyware, trojan horses, phishing, or spam, and that such software shall be updated from time to time as reasonably necessary to assure that CITY's protection against such computer threats from your PC remains current;
9. I will not remove any log information from any CITY server;
10. I will not use my access to do damage to any portion of CITY's computing environment, including without limitation PCs, servers, information, or data;

11. I will notify CITY immediately if I terminate employment (or am terminated from employment) with VENDOR. so that my access can be revoked;
12. I agree that that, at CITY's sole discretion, CITY may monitor and/or record my use of CITY's network for any reason; and
13. If the CITY's monitoring reveals that I have used my access to engage in any unauthorized activity, or activity in excess of my authority, my access will be immediately revoked. If such monitoring reveals potentially criminal activity, my unauthorized activity and any related information will also be provided to the appropriate law enforcement officials.

Employee Name: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (Print)

\_\_\_\_\_  
Witness (Signature/Title.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (Company/Department Name)