



CITY CLERK ORIGINAL

C-7857
12/01/2011

CONFIDENTIAL DISCLOSURE AGREEMENT BETWEEN

E. I. du Pont de Nemours and Company
("Discloser")
1007 Market Street
Wilmington, DE 19898

City of Glendale Water Services Department
("Receiver")
6210 W. Myrtle
Glendale, AZ 85301

DuPont Sustainable Solutions
CONTACT: Victoria Albright
500 Studio Drive Virginia Beach VA 23452
victoria.albright@training.dupont.com
757- 631-4373

CONTACT: Rick Barton
6210 W. Myrtle, Glendale, AZ 85301
rbarton@glendaleaz.com
623-930-2747

This Confidential Disclosure Agreement between the Discloser and Receiver ("Agreement") is effective Dec. 5, 2011 ("Effective Date"). The Agreement is intended to facilitate discussions between the Discloser and Receiver concerning information submitted to the Receiver for the purpose of **completing a request for quotation for** Web-Based Training ("Purpose"), which discussions may include the disclosure of Confidential Information, as defined below, by the Discloser. The parties agree that the following terms and conditions shall govern such disclosures:

1. Confidential Information.

- a. For purpose of this Agreement, "Confidential Information" means information clearly marked as "Confidential" by the Discloser. If the information is not marked with "Confidential" or is disclosed orally, the Discloser must identify the information as confidential at the time of disclosure.
- b. Information is not "Confidential Information" if the information:
 - 1) is or becomes publicly available when received by the Receiver, or subsequently becomes publicly available through no fault of the Receiver;
 - 2) is lawfully received by the Receiver from a third party that has no obligation of confidentiality to the Discloser or its affiliates regarding such information;
 - 3) is already known to the Receiver without obligation of confidentiality; or
 - 4) is developed by the Receiver independently.

2. **Affiliates.** The Discloser may directly involve one or more of its affiliates to further the Purpose. Such affiliates of the Discloser may provide the Receiver with information relating to the Purpose on behalf of the Discloser. Prior to making any disclosure to the Receiver, the affiliate must, in writing, notify the Receiver that it is an affiliate of the Discloser. The terms of Agreement does not apply to any information disclosed by the Discloser's affiliate if 1) the notification of affiliation is not in writing; or 2) the disclosure occurs prior to the Receiver receiving the notification of affiliation.

3. This Discloser acknowledges the Receiver is an Arizona municipal corporation subject to Arizona Public Record Law. If the Receiver receives a public record request for Confidential Information, the Receiver will promptly notify the Discloser about the request. If the Discloser objects to the request to disclose Confidential Information, the Discloser will notify the Receiver within five business days of Discloser's objection and Discloser will assume responsibility for all aspects of the request. The Discloser will indemnify, defend and hold harmless the receiver from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the non-disclosure of Confidential Information. The Discloser will also reimburse the Receiver all legal fees and costs incurred by the Receiver and pay any penalties or judgments imposed on the Receiver.

4. **Obligations Concerning Confidential Information.** For one year following each disclosure of Confidential Information, Receiver shall not disclose the Confidential Information to any third party (including, without limitation, any subcontractors or affiliated companies of the Receiver and any patent office) and shall use the Confidential Information only for the Purpose.
5. **Return of Information.** Upon written request of the Discloser, the Receiver shall return or destroy all written, tangible and electronic forms of the Confidential Information not disposed pursuant to Receiver's record retention policy. However, the Receiver may retain such information for the purposes of compliance with its record retention policy or monitoring its obligations under this Agreement.
6. **Disclosure Period, Termination and Continuing Obligations.** The Agreement will cover Confidential Information disclosed within one year after the Effective Date unless earlier terminated by either party upon 30 days written notice or extended by mutual written consent. Termination of the period for disclosing information shall not relieve the Receiver of any obligation imposed hereunder with respect to information or the return of information.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Arizona., but excluding the conflict-of-laws principles of Arizona. The sole and exclusive venue to bring any action under this Agreement shall be in the state and federal courts in Phoenix, Arizona. The parties hereto submit to the jurisdiction of such courts.
8. **Non-Assignable.** This Agreement is personal in nature and shall not be assigned by any party without the prior written consent of each other party.
9. **Manner of Execution.** Any combination of counterparts executed by the parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the parties. The parties may electronically or manually sign the Agreement or any amendment thereof, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing party.
10. **Entireties.** This Agreement contains the entire understanding of the parties pertaining to the Purpose and shall be amended only in writing and executed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

E. I. du Pont de Nemours and Company

City of Glendale


 By: **Terence X. Walsh**
Global Sales Manager, Training Solutions


 By: **Rick Barton**
Safety and Security Coordinator

Date: 12/13/11

Date: 12-5-2011

ATTEST:


 City Clerk (SEAL)

APPROVED AS TO FORM:


 City Attorney