

CITY CLERK ORIGINAL

C-8142
09/05/2012

Unilateral Non Disclosure Agreement for disclosure of Philips Confidential Information

The parties specified below agree to the following terms:

A. Philips Entity

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	3000 Minuteman Road, Andover, MA 01810 USA

B. Company Entity

Name	City of Glendale (Glendale Fire Department)
Address	5800 West Glenn Dr., Suite 350, Glendale, Arizona, 85301 USA

C. Agreement Information

Authorized Purpose	An investigation and evaluation in the field of capnography monitoring algorithms and features for the MRx defibrillator.
Disclosure Period	Beginning on: July 1, 2012 and continuing for twelve (12) months
Confidentiality Period	During the Disclosure Period and five (5) years thereafter

D. Philips Contact

Philips entity	Philips Healthcare, a division of Philips Electronics North America Corporation.
Address	Business: CCS - Business Unit: Cardiac Systems - Andover 3000 Minuteman Road Andover, MA 01810 USA
Name	Mr. Eric Helfenbein
Telephone	[REDACTED]
Fax	[REDACTED]
e-mail	eric.helfenbein@philips.com

Company Contact

Company entity	City of Glendale (Glendale Fire Department)
Address	5800 West Glenn Dr., Suite 350 Glendale, Arizona 85301 USA
Name	Mr. Mark Burdick, Fire Chief, Dr. Garth Gemar, Medical Director
Telephone	[REDACTED]
Fax	623-847-5313
e-mail	mburdick@glendaleaz.com

1. The following terms and conditions (the "Agreement") shall apply to Confidential Information disclosed by the Philips Entity and its Affiliates ("Philips") to the Company Entity and its Affiliates to whom Philips has granted prior written consent ("Company"), in connection with the Authorized Purpose.

(a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Confidential Information to Company's Affiliates that need to know the Confidential Information for carrying out the Authorized Purpose, are advised of and bound by this Agreement. Company shall be responsible for any breach of this Agreement by its Affiliates.

(b) An Affiliate is any corporation, company, or other entity, which: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

2. Philips may disclose certain information to the Company with respect to the Authorized Purpose in writing, orally and/or otherwise. Such information may be, without limitation, in the form of business and/or financial records, presentations, specifications, samples, software and equipment, photographs, drawings or documents. All information so disclosed is hereinafter referred to as "Confidential Information."

Information disclosed in documentary or other tangible form and labelled as confidential or proprietary shall be Confidential Information.

3. All Confidential Information disclosed by Philips and any and all ideas and inventions contained therein, and any adaptation, enhancement or derivative thereof whether created by Philips or by Company, shall remain the property of Philips. Company acknowledges and agrees that it does not, by implication, estoppel or otherwise, acquire any intellectual property right, title or ownership, nor a license e.g. to make, have made, use or sell any product using Confidential Information, or any license under any patent, patent application, utility model, copyright, maskwork right, or any other intellectual property right, with respect to any Confidential Information disclosed by Philips hereunder.

ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS OF THE INFORMATION FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND THE COMPANY AGREES THAT PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. Company shall, during the Confidentiality Period:

(a) not use the Confidential Information for any purpose other than the Authorized Purpose; and

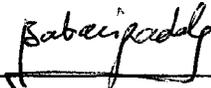
- (b) not disclose the Confidential Information to any third party, and protect the Confidential Information against disclosure in the same manner and with the same degree of care with which the Company protects its own confidential information but not less than a reasonable degree of care; and
- (c) limit circulation of the Confidential Information to Company's employees as have a need to know in connection with the Authorized Purpose.

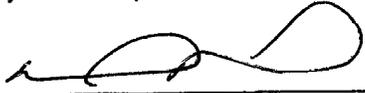
These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. The Company shall return all Confidential Information and any copies thereof immediately to Philips upon Philips' written request.

5. Information disclosed by Philips to the Company pursuant to this Agreement shall not be Confidential Information to the extent that it can be proven by written records that the information:
 - (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
 - (b) is known by the Company prior to disclosure by Philips;
 - (c) is lawfully obtained by the Company from a third party without any breach of confidentiality or violation of law;
 - (d) is furnished to others by Philips without restrictions similar to those herein contained as to the use or disclosure hereof; or
 - (e) is developed by the Company completely independently of any such disclosure by Philips.
 - (f) is ascertainable from a commercially available product
6. Phillips understands that disclosure of some items subject to this agreement may be required by law. In the event that Company is requested pursuant to Arizona public records law or required by legal process to disclose any of the Confidential Information of Phillips, Company shall give Phillips prompt notice so that Phillips may seek a protective order or other appropriate relief. Phillips agrees to handle all aspects related to any request for Confidential Information at its sole expense, including properly communicating with the requestor and timely responding with information the disclosure of which Phillips does not object. In the event that a protective order is not obtained, Company shall disclose only that portion of the Confidential Information which Phillip's counsel advises that it is legally required to disclose. Further, Phillips agrees to indemnify, defend and hold harmless Company from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Company in any legal action and payment of any penalties or judgments.
7. Nothing herein contained shall be construed as (a) an obligation of Philips or its Affiliates to disclose any Confidential Information, or (b) implying or obligating either party or its Affiliates to enter into any binding arrangement or agreement unless executed in writing by duly authorized representatives of both parties.
8. The Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.
9. Company hereby warrants that it will not disclose, export or release the Confidential Information in contravention of any applicable laws or regulations.
10. This Agreement shall be governed and construed in accordance with the laws of (a) the State of Arizona without giving effect to conflict of laws provisions.
11. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

Philips Healthcare, a division of Philips Electronics North America Corporation

City of Glendale (Glendale Fire Department)


 Signature


 Signature

Name: Maro Eordaro Saed Babaeizadeh

Name: Mr. Mark Burdick

Title: Senior Manager

Title: Fire Chief

Date: 17-Aug-2012

Date: 8-20-12

Approved as to form:


 Signature

Name: Dr. Garth Gerner



Title: Medical Director

Craig Tindall
 City Attorney

Date: 8/31/12