APPENDIX 24 – NON-DISCLOSURE AGREEMENT

To register, please complete and return this (NDA) by email (pdf format) to: jsekanjako@winnipeg.ca

TO: The City of Winnipeg

REFERENCE: RFP 785-2020.

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of receiving information from the City of Winnipeg (the "City") related to the Professional Engineering Consulting Services for Design and Contract Administration of the NEWPCC Primary Clarification Upgrades RFP 785-2020 (the "RFP"), _____ (hereinafter referred to as the "Recipient") agrees as follows:

1. The Recipient acknowledges that it will receive as part of its participation in the RFP process, information from the City which pertain to certain trade secrets and confidential information of the City, its consultants, contractors, suppliers or residents (the "Confidential Information"). Confidential Information includes but is not limited to, any of the following; and additional information made available to the Recipient after award, if awarded the Contract:

   (i) Drawings, reports, previous tenders and specifications and conceptual design information related to the Project;
   (ii) compilations of data, information, or other documents concerning business, methods, practices, and strategies;
   (iii) information deemed sensitive or private under the laws of Manitoba;
   (iv) information about residents of the City;
   (v) confidential, proprietary or trade secret information submitted by suppliers, consultants or contractors to the City for study, evaluation or use; and
   (vi) any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.

2. All capitalized terms not defined in this Agreement shall have the same meaning as in the RFP.

3. The Recipient agrees that it will not at any time disclose any Confidential Information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Confidential Information other than Recipient's employees, representatives or Subconsultants but only to the extent that the Recipient advises such employees, representatives or Subconsultants with whom it shares the Information (the "Recipient Team Member") of the confidential nature of the Information and of the obligations contained in this Agreement.

4. The Recipient agrees to ensure that its employees, representatives or Recipient Team Members:

   (i) only use the Confidential Information for purposes of preparing a Proposal Submission; and
   (ii) observe and perform all of the covenants the Recipient has agreed to observe and perform in this Agreement as if they had signed this Agreement.

5. The Recipient agrees to be responsible for any breach of any provision of this Agreement by any of its employees, representatives and/or Recipient Team Members. The Recipient shall

indemnify and save the City harmless from and against any loss, cost, damage, expense or liability suffered or incurred by the City arising as a result of or in connection with any breach by the Recipient or any of its employees, representatives or Recipient Team Members of any provision of this Agreement and which loss, cost, damage, expense or liability is proved to the satisfaction of the parties or determined by a court of law.

6. The Recipient agrees that upon request by the City, the Recipient shall turn over to the City all documents, papers, material or digital media in his/her possession or under his/her control which may contain or be derived from the Confidential Information.

7. The Recipient acknowledges that disclosure of any Information will give rise to irreparable injury to the City, inadequately compensable by damages. Accordingly, the City may seek and obtain injunctive relief against the Recipient for any breach or threatened breach of this Agreement by its employees, representative or Recipient Team Members, in addition to any other legal remedies which may be available.

8. The provisions of this Agreement shall survive for a period of seven (7) years after the date hereof and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.

9. This Agreement shall be enforceable in and construed in accordance with the laws of the Province of Manitoba, Canada.

10. This Agreement and RFP 785-2020 contain the entire agreement of the parties relating to the Confidential Information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of the _____day of _____2021.

Authorized Signature _____

Print Name: _____

Title: _____

Recipient Contact:

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____