**PSO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

***(This form must be signed by all employees and subcontractors assigned by Contractor to fulfill an awarded Project Service Agreement)***

THIS AGREEMENT dated as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Order Agency hereafter Agency). (Singularly shall be referred to as ‘Party’; collectively ‘Parties.’)

WHEREAS, the Parties would like to explore the potential for engaging in a mutually advantageous business relationship; and

WHEREAS, it is therefore necessary for the Agency to disclose to the Contractor certain information and data deemed proprietary and confidential by the Agency in connection with such potential transaction.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Confidentiality

 1.1. Contractor shall not disclose to any third person, firm or corporation, any information considered by the Agency to be confidential, except for confidential information shared by Contractor to its employees on a need to know basis, for the purpose of fulfilling the requirements of a Project Service Order. Confidential Information shall mean any proprietary information of the Agency not publicly known, including but not limited to, technical or business information, data table designs, member, employee, or employer data, specific processing center operations; and/or technical information, whether or not specifically labeled or designated as Confidential whether marked Proprietary and Confidential by the Agency, or in respect of which Contractor has received notice of its proprietary and confidential nature and including any notes, extracts, abstracts, analyses or other materials prepared by the Recipient which are copies or derivative works of the Confidential Information.

1.2. Contractor shall not use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as provided in this Paragraph 1.

1.3. Contractor shall use at least the same degree of care in safeguarding the Confidential Information of the Agency as it uses for its own confidential and proprietary information.

1.4. Contractor shall not disclose the Confidential Information to any third party without the permission of the Agency and entry of an appropriate confidentiality agreement.

1.5. Notwithstanding the foregoing, the recipient shall have no obligation to treat as Confidential Information, information and data which

(i) was in the possession of or known by Contractor at the time of disclosure without an obligation to maintain its confidentiality prior to its receipt;

(ii) is or becomes known to the public without violation of this Confidentiality Agreement;

(iii) is disclosed lawfully to Contractor by a third party having the right to disclose it without an obligation of confidentiality;

(iv) is independently developed by Contractor without the Confidential Information;

(v) is approved in writing by the Agency for disclosure; or

(vi) is required to be disclosed by Contractor by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Agency.

1.6 All Confidential Information shall be and remain the property of the Agency.

2. Other Obligations

Either Party hereto may terminate this Agreement at any time by delivering a written notice of termination to the other Party. Upon any termination, Contractor shall return to the Agency all copies of the Confidential Information or other materials incorporating Confidential Information in the possession of Contractor or its employees. Notwithstanding termination, the restrictions on disclosure and use of Confidential Information arising under this Agreement shall continue to be effective after the date of termination.

3. Miscellaneous

Neither this Agreement nor anything disclosed and/or provided hereunder shall be construed in any manner to create an obligation or right to enter into any contract or business arrangement. Any notice required to be given under this Agreement shall be deemed received five (5) working days after mailing if sent by registered or certified mail or upon receipt if sent by commercial overnight courier or via confirmed electronic transmission, to the addresses of the Parties first set forth herein, or to such other address as either of the Parties shall have furnished to the other in writing by notice duly given. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho without regard to conflicts of laws. The Parties consent to the exclusive jurisdiction of all disputes hereunder in the state courts of Ada County, Idaho. This Agreement merges all prior discussions between the parties and constitutes the complete and entire understanding of the parties with respect to the matter contained in the Agreement and may not be amended, waived or modified, in whole or in part, except by a writing signed by a duly authorized officer of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

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| **Address:** |  |
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| **City, State, Zip:** |  |
| **Phone:** |  |
| **Email:** |  |
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| **Signature:** |  |
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| **Date:** |  |

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| **Agency:** |  |
| **Address:** |  |
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| **City, State, Zip:** |  |
| **Phone:** |  |
| **Email:** |  |
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| **Signature:** |  |
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