

NON-DISCLOSURE AGREEMENT

City of Tulsa (hereinafter referred to as “**City**”) and [Click here to enter text.](#) (hereinafter “**Participant**”) have agreed that Participant shall assist with City’s Urban Data Pioneers Program (the “**Program**”).

Participant’s involvement in the Program may require that the City disclose certain confidential data and information to Participant. In order to protect any Confidential Information (as defined herein below) that may be disclosed by City to Participant in connection with the Program and in consideration of the foregoing and the rights and obligations set forth herein, the parties hereby agree as follows:

1. The Program. The Program, operating under the City’s Office of Performance Strategy and Innovation, enables teams of City employees and community members to work together in order to identify problems, analyze data, and produce analytic reports. These reports are then utilized by the City to implement solutions that will align citywide strategies toward priority goals set by the Mayor and City Council.

2. Effective Date. The Effective Date of this Non-Disclosure Agreement (this “Agreement”) is the date signed by the Mayor of the City of Tulsa, Oklahoma.

3. Scope of Agreement; Open Records Act. This Agreement shall apply to all Confidential Information as defined herein disclosed by City to Participant or any of its Agents. All provisions in this Agreement are subject to City’s obligations under the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.). Participant understands and acknowledges that City is subject to the Oklahoma Open Records Act and therefore cannot assure the confidentiality of contract terms or other information provided by Participant to City that would be inconsistent with City’s compliance with its statutory requirements thereunder. In the event of a conflict between the terms of this agreement and the Oklahoma Open Records Act, the Oklahoma Open Records Act shall govern the City’s ability to disclose open records.

Participant agrees that any requests that it may receive from any source other than City citing state, federal, or local law, including, but not limited to, the Oklahoma Open Records Act, as authority for disclosure of information provided to Participant by City will be immediately provided to City. Participant agrees that the authority to make decisions affecting disclosure of any information provided to Participant by City shall rest solely with City regardless of who possesses the information.

4. Definition of Confidential Information. The information disclosed under the Program by City to Participant is considered confidential (“Confidential Information”), which may include, but is not limited to, the following:

[Click here to enter text.](#)

5. Restricted Use of Confidential Information; Covenant Not to Disclose. Participant agrees to use the Confidential Information only for the purpose of, and in connection with, its participation in the Program as described herein.

Confidential Information shall be held by Participant in the strictest confidence at all times and will not be used by Participant for any purpose other than collecting and analyzing data and information as necessary under the Program. Participant shall not disclose Confidential Information it receives from City to any of its subsidiaries or other affiliates or any of the employees, officers, directors, shareholders, accountants, attorneys, advisors and other representatives of Participant (collectively, "Agents") except as necessary to complete Participant's task with respect to the Program.

6. Ownership of Confidential Information. City is and shall continue to be the exclusive owner of all right, title, and interest in, and of all patents, copyrights, trade secrets, trademarks, and proprietary rights in, any Confidential Information made available to Participant, including, without limitation, all additions, enhancements, modifications and derivative works of the Confidential Information.

Nothing in this Agreement shall be construed to convey to Participant any license to use, sell, exploit, copy or further develop the Confidential Information beyond the limited rights and privileges set forth in or contemplated by this Agreement. City warrants that it has the right to disclose its Confidential Information under the Program.

7. Reproduction of Confidential Information. Confidential Information made available to Participant may not be copied or reproduced without City's prior written consent. All such copies must include a notice of copyright, if applicable, and any other proprietary rights notices or legends contained in the Confidential Information and shall be marked to indicate their confidential nature.

8. Return of Confidential Information. Upon the request of City, whether or not Participant's involvement in the Program is consummated or abandoned, Participant will promptly deliver to City all Confidential Information that has been received from City, including any copies, compilations, and extracts thereof, in Participant's possession or in the possession of any of its Agents, without retaining any copies thereof (including on hard disk, floppy diskette or any other electronic, magnetic or digital medium), or shall certify the destruction thereof. Notwithstanding the return of the Confidential Information, Participant will continue to be bound by the terms and conditions of this Agreement.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma without giving effect to conflict of laws principles that would lead to the application of the law of any other state. Venue for any action brought hereunder shall be proper only in the state and federal courts located in Tulsa, Oklahoma.

10. Remedies for Breach. In the event of a breach or threatened breach of the provisions of this Agreement by Participant or any of its Agents, in addition to any other remedy that City may have at law; City may be entitled to injunctive or similar relief to specifically enforce such provisions.

11. Entire Agreement. This Agreement contains the entire understanding between Participant and City concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between City and Participant relating to the subject matter of this Agreement that are not fully expressed herein. No prior or contemporaneous oral or written language may be introduced to contradict, amend or enlarge any provision of this Agreement. Participant fully understands the consequences of this provision and has had an

opportunity to consult with legal counsel.

12. Continuation of Covenants. The covenants, obligations, acknowledgments, and representations contained in this Agreement will not expire but will continue in perpetuity notwithstanding the consummation or non-consummation of Participant's involvement in the Program or any other transaction between City and Participant or the termination of discussions between City and Participant and the return of Confidential Information.

13. Enforceability. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by City against any and all recipients of such Confidential Information.

14. No Agency Relationship. This Agreement does not create any agency or partnership relationship of any kind. This Agreement will not be assigned or transferred by Participant without the prior written consent of City. All additions or modifications to this Agreement must be in writing, approved by City, and signed by Participant.

15. Severability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the legality, enforceability and validity of the remaining provisions, or portions thereof, will not be affected thereby, and in lieu of the illegal, unenforceable or invalid provision, or portion thereof, there will be added a new legal, enforceable and valid provision as similar in scope and effect as is necessary to effectuate the results intended by the deleted provision or portion.

16. Counterparts. This Agreement may be executed in counterparts, which shall have the same force and effect as an original. Emailed scanned signature or faxed copies of signatures shall be effective and shall bind Participant signing in that manner.

17. Volunteer. Participant fully understands that participation in this Program is strictly as a volunteer and that no commissions, salaries or fees will be paid.

Signed this _____ day of _____, 2017:

By: _____
Name: **G.T. Bynum**
Title: **Mayor of the City of Tulsa**
Address: **175 E. 2nd Street**
Tulsa, Oklahoma 74103

Attest:

City Clerk

Approved:

Assistant City Attorney

By: _____(Participant)

Name: _____

Title: _____

Company: _____

Address: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____