

**TEMPLATE
NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (this "Agreement") is made _____, 2000, between those affiliates of (CMRS), a _____ corporation, listed on the signature page and, _____ County, a governmental entity ("the County"). The term "Parties" shall refer to (CMRS) and the County, collectively.

RECITAL

WHEREAS, pursuant to the Federal Communications Commission Order in FCC Docket No. 94-102 and in connection with the planning, negotiation, sharing of information, and completion of other steps necessary for the provision of wireless enhanced 9-1-1 service by (CMRS), (CMRS) may disclose valuable proprietary information to the County. (CMRS) would like to protect the confidentiality of, maintain its respective rights in, and prevent the unauthorized use and disclosure of, such information. The County Entity recognizes (CMRS)' confidentiality concerns.

AGREEMENT

(CMRS) and the County agree to the following:

- 1. Confidential Information.** As used in this Agreement, "Confidential Information" means all documents, of any nature and in any form, regardless of when given, that: (i) is disclosed by (CMRS) (or its subcontractors or controlled or controlling affiliates) to the County as part of the planning/negotiating/deployment process for the provision of wireless enhanced 9-1-1 service, (ii) has been clearly marked as being proprietary and/or confidential, and (iii) is not generally known by the public.
- 2. Use of Confidential Information.** Except as expressly provided in this Agreement, the County will not disclose Confidential Information to anyone without (CMRS)' prior written consent.
- 3. Exceptions.** The provisions of Section 2 shall not apply to any Confidential Information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the County at the time of its receipt from (CMRS) or its subcontractors; (iii) is rightfully received from a third party; (iv) can be shown by documentation to have been independently developed by the County without reference to any Confidential Information, or (v) the County is obligated or permitted by law, court rule, or court order to disclose Confidential Information
- 5. County Personnel.** The County will restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, and subcontractors (collectively, "Personnel") who have a need to know Confidential Information in connection with the planning/negotiation/deployment process for the provision of wireless enhanced 9-1-1 service.
- 6. Ownership and Return of Confidential Information.** All Confidential Information will remain the exclusive property of (CMRS), and the County will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. Upon (CMRS)' written request, the County will promptly return or destroy all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information).
- 7. Term.** The term of this Agreement shall be six (6) months unless earlier terminated according to terms and conditions of this Section 6. This Agreement shall automatically terminate upon (i) the termination of dealings between (CMRS) and the County, (ii) the effective date of a Phase I E9-1-1 Service Agreement executed by the County and (CMRS), or (iii) upon the written request of either Party.

8. **Miscellaneous.** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other. This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement will be governed by the laws of the State of Michigan, without reference to choice of law rules. If a provision of this Agreement is held invalid under any applicable law, the entire Agreement will automatically terminate. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Any use of singular or plural numbers, any reference to the male, female, or neuter genders, any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender, or possession, as the context requires.

The Parties have executed this Agreement on the date first written above.

The Affiliates of _____ Entering this Agreement as " (CMRS) ":

" (CMRS) "

The executing representative below is an authorized representative of _____. identified at left, and hereby binds those affiliates to the terms and conditions of this Agreement. _____ itself is not a party to this Agreement.

By:

Print:

Title:

"the County"

The executing representative below is authorized to execute this Agreement on behalf of the County

_____ County

By:

Print:

Title:
