

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR  
PROPOSERS FOR IFB FQ15155**

This Confidentiality and Non-Disclosure Agreement (Agreement) is between the Washington Metropolitan Area Transit Authority (WMATA) located at 600 5th Street, NW, Washington DC 20001(Discloser) and \_\_\_\_\_ (Recipient) with headquarters located at \_\_\_\_\_ (address). Discloser has issued an IFB FQ 15155 to improve the bus bays and Safety & Access of Franconia-Springfield Metrorail Station. As part of the Franconia-Springfield Metrorail Station bus bay improvement, the successful proposer will be required to construct bus shelters pursuant to a WMATA-created bus shelter design. WMATA will make the bus shelter design available in the virtual bid room to download and to distribute to proposers who execute this nondisclosure agreement.

1. **DEFINITION:** As used in this nondisclosure agreement, "Confidential/Proprietary Information" includes: the design of the bus shelters, and all drawings, measurements, etc. that a bidder may create based on the bus shelter design that WMATA provides for purposes of responding to IFB FQ 15155.
2. **LIMITATION ON USE:** Recipient agrees to use the Confidential/Proprietary Information solely for the purpose of responding to IFB FQ 15155. Recipient may disclose the Confidential/Proprietary Information to its employees and consultants who have a bona fide need to know such Confidential/Proprietary Information in order to respond to the IFB, but solely to the extent necessary to pursue this purpose and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective to the Confidential Information as those set forth in this Agreement.
3. **OWNERSHIP:** The parties agree that all drawings, measurements developed by Recipient based on the Confidential Information it receives from Discloser to respond to IFB FQ 15155 shall belong to WMATA, and WMATA shall have sole rights to all intellectual property that is developed based on its original bus shelter design.
4. **LIMITATION ON DISCLOSURE:** Recipient agrees that it will not disclose the Confidential Information to any third party without WMATA's prior written approval, except as required by law. In the event that Recipient determines that it is required to disclose the Confidential Information by any court or legislative or administrative body, Recipient will provide WMATA with prompt written notice in order to allow WMATA to challenge such disclosure by obtaining a court order or other appropriate protective order. However, if WMATA is unable to obtain or does not seek such protective order and the Recipient is, in the opinion of its counsel, compelled to disclose such Confidential Information under penalty of liability for contempt or other censure or penalty, disclosure of such information may be made without liability.

5. Recipient will use the same degree of care to avoid unauthorized disclosure of Confidential Information that it employs with respect to its own confidential information of like importance.
6. REMEDIES: The parties agree that unauthorized disclosure to third parties of WMATA's Confidential/Proprietary Information could be detrimental to WMATA. Therefore, without limiting its other rights and remedies, WMATA shall be entitled to request an immediate injunction against the Recipient should this Agreement be breached.
7. RETURN OR DESTRUCTION OF CONFIDENTIAL/PROPRIETARY INFORMATION: Upon written request by WMATA, the Recipient shall return all tangible forms of Confidential/Proprietary Information (including any and all copies thereof) in its possession within thirty (30) days of the date of request. Notwithstanding the above, within ten (10) days of receipt of notification that its proposal/bid was unsuccessful, the Recipient agrees to destroy all copies of the Bus Shelter Design(s) disclosed to them as a part of invitation for bid package and also to destroy all notes, measurements etc., related to or based on the Confidential Information that Recipient obtained in the bid room and in accordance with industry best practices for destruction of such material, and certify such destruction to WMATA.
8. These nondisclosure obligations shall survive this Agreement, whether or not the Recipient is awarded the contract for the improvement of the Franconia-Springfield Metrorail Station bus bay, and the termination of any future agreement or business relationship entered between the parties addressing or related to the subject matter of this Agreement.
9. In the event that any provision of this Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other provisions of this Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may modify the objectionable provisions as to make them valid, reasonable and enforceable.
10. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia without regard to its choice of law provisions, except that in the case of any direct and irreconcilable conflict between District of Columbia law and the WMATA Compact, the WMATA Compact shall govern. Any disputes between the parties shall be resolved in Courts of the District of Columbia.
11. TERM: This Agreement commences on the date this Agreement is signed by the Recipient and terminates after return of Confidential Information or submission of certificate of destruction in compliance with section 7 of this Agreement or five year from date of agreement, whichever date is later.

12. This Agreement may be executed in counterparts, each of which shall be considered the original. This Agreement contains the entire agreement of the parties as to all subject matters addressed herein.

Agreed on this \_\_\_\_ day of \_\_\_\_\_, 2015.

For WMATA: By: \_\_\_\_\_  
Richard Owens

Title: Contracting Officer

Date: \_\_\_\_\_

For Recipient: By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_