

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this " Agreement") is made and entered into effective as of _____ 2025 (the "Effective Date"), by and between _____, a company organized and existing under the laws of the State of _____, and all of its wholly-owned subsidiaries, having its principal place of business located at _____, (collectively, the "Company") and the City of Tucson, whose principal place of business is located at 255 W. Alameda, Tucson Arizona 85726 ("City"). Either Company or City may hereinafter be referred to as "Party" individually, or " Parties " collectively.

In consideration of the Parties' agreement to participate in the activities described below, the Parties agree as follows:

1. Purpose. In connection with discussions between Company and the City concerning a potential business relationship between the Parties (the "Purpose"), either Party (the "Disclosing Party") may find it beneficial to disclose to the other Party (the "Receiving Party") certain information that the Disclosing Party considers to be proprietary or confidential, or both, and which the Disclosing Party desires to keep confidential.
2. Confidential Information. For the purpose of this Agreement, "Confidential Information" means non-public information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, but is not limited to, trade secret s, discoveries, ideas, concepts, know-how, techniques , designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, contracts, financial information (including projections), governing documents, resolutions, customer lists, reports, studies and other technical and business information. Confidential information also includes descriptions of the existence or progress of the above-described Purpose. The confidentiality obligations in Section 4 below shall not apply to disclosed information which the Receiving Party can prove: (a) the Receiving Party knows at the time of disclosure, free of any obligation to keep confidential, as evidenced by written records; (b) is or becomes generally publicly known through authorized disclosure; (c) the Receiving Party independently developed or acquired without the use of any Confidential Information as evidenced by written records; or (d) the Receiving Party rightfully obtains from a third party who has a right to transfer or disclose it.
3. Identification of Confidential Information. Confidential Information provided by the Disclosing Party shall be entitled to protection under this Agreement if identified as such by markings on any documents exchanged. If the Disclosing Party provides information other than in written form, such information shall be considered Confidential Information if it is designated in writing as confidential either before or within ten (10) days of its disclosure.
4. Protection of Confidential Information. Each Party acknowledges that the other Party claims its

Confidential Information as a special, valuable and unique asset. For itself and on behalf of its officers, managers, directors, agents and employees, each Party agrees as follows:

- a. The Receiving Party will not disclose the Confidential Information to any third party or disclose to any employee (unless such employee has a need to know the Confidential Information). The Receiving Party will use the Confidential Information only for the Purposes and will not use it for its own benefit. The Receiving Party will use the same degree of care to protect the Confidential Information as it would with respect to its own information of like importance which it does not desire to have published or disseminated, but in any event no less than reasonable care; and
 - b. If the Receiving Party faces legal action or is subject to legal proceedings requiring disclosure of Confidential Information, then, before disclosing any such Confidential Information, the Receiving Party will promptly notify the Disclosing Party and, upon the Disclosing Party's request, cooperate with the Disclosing Party in contesting such request.
5. Return of Confidential Information. All Confidential Information furnished under this Agreement shall remain the property of the Disclosing Party and shall be returned to it or destroyed or purged promptly upon the termination of this Agreement or earlier at its request. All documents, memoranda, notes and other tangible embodiments whatsoever prepared by the Receiving Party based on or which includes the Confidential Information shall be destroyed to the extent necessary to remove all such Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information and any related materials (i) to the extent required to comply with applicable legal and regulatory requirements, or (ii) that are retained in any backup tapes or other archival media; provided, however, all retained Confidential Information and related materials shall remain subject to the terms, conditions and obligations of this Agreement, and any Confidential Information and related materials retained in any backup tapes or archival media shall be overwritten or destroyed in the regular course of business when such backup tapes or archival media are recycled for further use or destroyed.
6. No License or Warranty. Except as expressly set forth in this Agreement, no license under any patent, copyright, mark, right or other proprietary right is granted or conveyed by one Party's transmittal of Confidential Information or other information to the other Party under this Agreement. THE INFORMATION IS PROVIDED "AS IS" AND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING BUT NOT LIMITED TO A WARRANTY AGAINST INFRINGEMENT, ACCURACY OR COMPLETENESS. The Receiving Party will use all information received in a safe and prudent manner and is responsible for all risk or loss arising out of its use of such information. The Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
7. No Inducement or Commitment. Confidential Information provided to the Receiving Party does not and is not intended to represent an inducement by the Disclosing Party or a commitment by

the Disclosing Party to enter into any business relationship with the Receiving Party or with any other Party. If the Parties desire to pursue business opportunities, the Parties will execute a separate written agreement to govern such business relationship.

8. Company acknowledges that the Arizona Public Records Act A.R.S. § 39-121 et seq. requires that public records must be promptly disclosed by City upon request unless specifically exempted from disclosure. If compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the state statute cited above or any City ordinance, resolutions or regulations implementing this state statute) or similar processes, to disclose any of the Confidential Information, City as appropriate, shall use its best efforts to immediately provide Company with prompt written notice (via email) . City shall also independently assert any applicable exemptions and objections the City has to disclosure of the Confidential Information. Notices under this provision shall be sent to:_____
9. Company acknowledges that the courts may compel City to disclose Confidential Information even where it has withheld the requested records as a trade secret or proprietary document or otherwise. In the event that City makes a preliminary or final determination of whether legal process or the state statute cited in Paragraph 7 above compels disclosure of specifically identified Confidential Information, and intends to disclose such Confidential Information, City shall notify Company at the email address specified in Paragraph 7 within three (3) business days of such determination and prior to any disclosure (but in any event in a reasonable amount of time for Company to file a legal action to obtain a protective order or to enjoin such disclosure). In the event Company does not obtain a protective order, injunction or other remedy, City or its representative will furnish only that portion of the Confidential Information that it is legally required to disclose. Company reserves the right to waive compliance with this Agreement.
10. Remedies. The Receiving Party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the Disclosing Party, for which there will be no adequate remedy at law and/or monetary damages may not be a sufficient remedy, and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief or specific performance as may be deemed proper by a court of competent jurisdiction.
11. Notices. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid, to the Party entitled to such notice at the address set forth above, except those notices pursuant to sections 8 and 9 above.
12. Effective Date and Termination. This Agreement shall be effective from the Effective Date and shall continue for three (3) years from the Effective Date unless earlier terminated by either Party with 30 days' prior written notice. The obligations of confidentiality in respect of any Confidential Information furnished by the Disclosing Party under this Agreement shall survive the termination of this Agreement and continue for three (3) years from the date the relevant Confidential Information is returned to the Disclosing Party in accordance with Section 5 above.

Notwithstanding the foregoing, in the event that a Public Hearing is scheduled for the governing body to approve the subject matter of the Agreement, the obligations of confidentiality shall be waived by both parties at least ninety (90) days prior to the scheduled Public Hearing.

13. Assignment and Binding Effect. This Agreement shall survive change or termination of the Parties' business relationship and will inure to the benefit of or be binding upon the Parties, their successors and lawful assigns, provided however, that neither Party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written notice of the other Party.
14. Governing Law. This Agreement and its interpretation and enforcement shall be governed by the laws of the state of Arizona and the copyright, patent and trademark laws of the United States. The Parties hereto hereby consent and submit to the exclusive jurisdiction of any state court located within Pima County, Arizona, or the federal court for the Tucson Division of U.S. District Court for the District of Arizona, with respect to any litigation arising out of this Agreement. The Parties further agree to forebear from filing a claim in any other county or jurisdiction and expressly submit themselves to the personal jurisdiction of the State of Arizona.
15. Miscellaneous. This Agreement embodies the entire understanding between the Parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the use and disclosure of Confidential Information. This Agreement shall not be modified except by a writing duly executed on behalf of the Party against whom such modification is sought to be enforced. The failure of any Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require performance at any time thereafter. Should any provisions of this Agreement be found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder shall still be in full force and effect. This Agreement has been negotiated by the Parties and their respective attorneys, and the language of this Agreement shall not be construed for or against either Party. The headings are not part of this Agreement.
16. Counterparts. This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which when duly executed and sent by facsimile or electronically to the other Party shall be an original, but all the counterparts (including counterparts sent by way of facsimile or electronically) shall together constitute one and the same document.

The Parties have caused their respective duly authorized representatives to execute and deliver this Agreement as of the Effective Date set forth above.

Company

City of Tucson

By: _____ Date: _____

By: _____ Date: _____

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)