

Chatham County
Non Disclosure Agreement

A. The "Parties". The parties to this Agreement are:

Chatham County	<Add Name of Recipient Here> ("Recipient")
Address	Address:

B. "Governing Law".

Country and/or State: United States/Georgia

C. "Representatives". The parties' representatives are:

Chatham County	Recipient
Name:	Name:
Title:	Title:
Address	Address:

D. "Confidential Information". Chatham County' Confidential Information includes:

RFP document (Excel files for Technical and Cost proposal response, and all data contained within the Excel files)
 Any PHI exchanged as part of the proposal process

E. "Purpose". Recipient will use Confidential Information only for the following purpose:

RFP and proposal preparation for Medicare Advantage with Medicare Part D group program for Chatham County's Medicare retiree members

F. "Term".

"Effective Date"	"Disclosure Period"
May 1, 2015	Through December 31, 2015

G. Terms and Conditions for Chatham County disclosing Confidential Information to Recipient are attached as Exhibit A.

The parties acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

"Chatham County"

"Recipient"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Chatham County
Non Disclosure Agreement

EXHIBIT A

This agreement ("Agreement") governs the disclosure and use of Confidential Information, and is made and entered into as of the Effective Date by and between Chatham County and Recipient, each being a party and together the parties. Unless otherwise specified hereunder, Chatham County and Recipient shall include their respective Affiliates. The parties hereafter agree as follows:

1. Definitions.

"Affiliate" means with respect to a party (i) any corporate entity for which that party holds at least one seat on the board, (ii) any partnership or joint venture where that party is a general partner, or (iii) any entity that is controlling, controlled by or under common control with such party, where controlling, controlled by or under common control means the direct or indirect ownership of at least 50% of shares or interest and having the right through the ownership of voting securities or otherwise, to elect the management and otherwise to direct the policies of such entity for so long as such control exists.

2. Disclosure of Confidential Information. Subject to the terms and conditions of this Agreement, Confidential Information may be disclosed by Chatham County during the Disclosure Period. Confidential Information may be disclosed in visual, written, oral, printed, electronic or machine-readable form. All disclosures of Confidential Information are deemed confidential at the time of disclosure. Confidential Information disclosed may contain an appropriate legend such as "Confidential" or "Proprietary. However, the absence of such markings or reduction to writing does not mean the information is not confidential unless expressly marked as such by Chatham County. Chatham County does not wish to receive and Recipient will not provide any information which may be considered confidential by Recipient or any third parties. All information disclosed by Recipient to Chatham County will be deemed non-confidential.

3. Use of Confidential Information. Recipient will (i) limit disclosure of Confidential Information to those of its employees, Affiliates, and employee of Affiliates who have a business need to know or possess Confidential Information for the Purpose and who are legally bound to Recipient to maintain confidential information under terms no less restrictive than set forth in this Agreement, (ii) use Confidential Information only for the Purpose, and (iii) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer Confidential Information or any part thereof. Recipient may make a limited number of copies of Confidential Information as necessary for the Purpose. All copies made will reproduce any restrictive legends of the original. Recipient will protect Confidential Information using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information. Recipient will not disclose Confidential Information to third parties without the prior written consent of Chatham County.

4. Termination and Continuing Obligations. All disclosures of Confidential Information subject to this Agreement shall be completed within the Disclosure Period. This Agreement shall expire at the end of the Disclosure Period unless terminated earlier by either party. Either party may terminate this Agreement before the end of the Disclosure Period with or without cause for any reason by giving at least fifteen (15) days prior written notice to the other party. All rights and obligations which by their nature survive the expiration or termination of this Agreement will remain in effect beyond expiration or termination.

5. Exclusions. This Agreement imposes no obligation upon Recipient if Recipient can demonstrate that the Confidential Information (i) was in Recipient's possession without obligation of confidence before receipt from Chatham County, (ii) is or becomes a publicly available without breach of this Agreement, (iii) is rightfully received by Recipient from a third party, (iv) is independently developed by Recipient without reference to the Confidential Information, or (v) is disclosed pursuant to a valid court order provided however that Recipient first notifies Chatham County and agrees to cooperate in all reasonable respects to contest the disclosure or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purpose for which the court order was issued.

6. Return. Upon receipt of a written request from Chatham County, Recipient will (i) cease using the Confidential Information, and (ii) promptly return, at Recipient's expense, or certify in writing the destruction of all Confidential Information received under this Agreement.

7. Disclaimer. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES INCLUDING WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. Use of Confidential Information is at Recipient's own risk. Chatham County will not be liable to Recipient for any damages arising out of Recipient's use of Confidential Information.

8. Remedies. The parties agree that (i) any breach of this Agreement by Recipient may cause irreparable damage to Chatham County for which money damages will be inadequate, and (ii) Chatham County shall be entitled to seek injunctive relief to protect Chatham County' rights under this Agreement among other remedies that may be available.

9. Governing Law. This Agreement will be governed by the laws of Country and/or State identified in Section B without regard to its conflicts of law principles.

10. No Other Rights Granted. Chatham County reserves all rights, title and interest in and to Confidential Information. No license or immunity is granted to Recipient, either directly or by implication, estoppel, or otherwise, under any patents, copyrights, trademarks, mask works, trade secrets, know-how or other intellectual property right except as provided for herein.

11. Export. Recipient acknowledges that the Confidential Information may be subject to export controls under the laws of the United States and other applicable laws. Recipient will comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information without first obtaining any required United States or any other applicable authorizations or licenses.

12. General. This Agreement does not restrict the right of Chatham County to enter into agreements with other parties for the same or similar efforts, or to make, have made, use, sell, buy, develop, market, or otherwise transfer any technology, products or services now or in the future. Unless required by law, Recipient agrees not to disclose to any third party the terms, conditions or subject matter or the existence of this Agreement without the prior written consent of Chatham County. The parties do not intend that any agency, partnership or other relationship be created between them by this Agreement. Recipient will have no right to use in advertising, publicity or other marketing activities, any name, trade name, trademark, acronym or other designation of Chatham County. If any section or subsection of this Agreement is either found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, or the breach of any section or subsection is waived in any respect, the validity, legality and enforceability of any such section or subsection in every other respect and the remainder of this Agreement shall continue in effect so long as it still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated. This Agreement shall not be interpreted as requiring Chatham County to disclose any information, confidential or otherwise to Recipient. This Agreement shall not in any way imply any commitment on Chatham County's behalf to enter into any business transaction. Such a commitment, if any, will occur only when a formal written agreement between the parties has been duly executed. Recipient may not assign its rights or delegate its duties or obligations under this Agreement without prior written consent of Chatham County. Any attempt to do so is void. This Agreement is the complete and exclusive statement between the parties relating to the rights and obligations of the parties with respect to Confidential Information disclosed by Chatham County to Recipient. This Agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. All modifications to this Agreement must be in writing signed by both parties.