

# **Confidential Disclosure Agreement**

## **FOR REQUEST FOR APPROACH**

### **STATE HEALTH BENEFIT PLAN (SHBP), CONSOLIDATED HEALTHCARE STRATEGY P0817**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_ with offices at \_\_\_\_\_ (hereinafter "Recipient") and the Georgia Department of Community Health, with offices at 2 Peachtree Street, Atlanta, GA 30303 (hereinafter "Discloser").

WHEREAS, Discloser possesses certain ideas and information relating to \_\_\_\_\_ that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS, the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of preparing its Response to Request For Approach (RFA) No. P0817;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information:

(a) where the Recipient can demonstrate, through written records, that the information was previously known;

(b) which has become publicly known through no acts or omissions of Recipient;

(c) which was lawfully received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information. Recipient agrees that is shall not acquire any interest in, or design, create, manufacture, sell, or otherwise deal with any any item or product, containing, based upon or derived from the information, except as expressly agreed to in writing by Discloser.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Relief. Discloser will be entitled to obtain an injunction and any other remedies available at law to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

8. Choice of Law or Venue. This Agreement shall be governed in all respects by the laws of the State of Georgia.

9. Any signature below that is transmitted by facsimile shall be binding and effective as the original.

10. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

11. It is understood by the Parties hereto that, if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of this State, then DCH, at its sole option, may enforce the remaining unaffected portions or provisions of this Agreement and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

(Signature Page follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (\_\_\_\_\_)

RECIPIENT (\_\_\_\_\_)

Signed:

Signed:

\_\_\_\_\_ Print

\_\_\_\_\_ Print

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

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

Title:

Title:

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_