

ATTACHMENT C

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is by and between the State of Nebraska, Office of the CIO, on behalf of itself and its affiliates (collectively, the "State") and [insert vendor name], on behalf of itself and its affiliates (collectively, the "Vendor"). The parties anticipate that, as part of a business engagement, certain information may be shared which is intended to remain confidential ("Confidential Information"). This Agreement sets forth the terms and conditions that will apply to any such Confidential Information. For purposes of this Agreement, the party receiving such information shall be referred to as the "Receiving Party" and the party disclosing such information shall be referred to as the "Disclosing Party."

Now, THEREFORE, in consideration of the mutual covenants set forth herein, the State and Vendor hereby agree as follows:

1. "Confidential Information" means information designated as confidential by the Disclosing Party by way of (a) if tangible information, by conspicuous markings, or (b) if oral information, by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or (c) if not so marked or announced and documented, the Receiving Party reasonably should have known the information was confidential because of (i) other legends or markings, or (ii) the circumstances of disclosure, or (iii) the nature of the information itself.

Confidential Information does not include information that, as shown by reasonably documented proof: (a) was in the Receiving Party's possession prior to receipt from the Disclosing Party; (b) is or becomes generally available to the public without any breach of a confidential obligation by the Receiving Party; (c) becomes available to the Receiving Party on a non-confidential basis from a third party who is not bound by a confidentiality agreement with the Disclosing Party; (d) is authorized in writing by the Disclosing Party to be released or is designated in writing by that party as no longer being confidential; or, (e) is a public record which may not be lawfully withheld by the State under the Nebraska public records statutes.

2. Receiving Party agrees that Confidential Information of Disclosing Party will not be disclosed to any person outside of Receiving Party's organization, unless required to be disclosed by law, and may only be disclosed within Receiving Party's organization on a need-to-know basis. Receiving Party agrees to only use such Confidential Information for the purpose of performing work, services, or analysis which is for the mutual benefit of the parties.

3. In the event that Receiving Party is requested or required by law or legal process to disclose any Confidential Information, Receiving Party will, unless prohibited by law or legal process, promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek a protective order or other remedy.

4. Receiving Party will promptly notify Disclosing Party of any unauthorized disclosure or use of Confidential Information and cooperate with the Disclosing Party to prevent further unauthorized use.

5. Disclosing Party shall retain ownership of its Confidential Information. This Agreement does not grant Receiving Party any rights in the Confidential Information.

6. Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information and any copies thereof. Notwithstanding the foregoing, if in the ordinary course of business, the Receiving Party makes backup copies of the Confidential Information for the purpose of disaster recovery and business continuity, and provided such backup copies are destroyed on a routine basis, said backup copies may be retained by the Receiving Party, subject to the obligations set forth herein, until such Confidential Information is destroyed.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to any choice of law or conflicts of law principles, and both parties consent to the exclusive jurisdiction of the federal or state courts in Nebraska.

8. This Agreement (a) is the complete agreement between the parties regarding the subject matter hereof; (b) may be modified only by a written instrument signed by both parties; and (c) may be executed originally or by facsimile, and in counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

9. This Agreement is effective as of the date executed by both parties and will continue for a term of three (3) years, unless terminated earlier by either party on 30 days' advance written notice.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this NON-DISCLOSURE AGREEMENT:

State

Vendor

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date