

## **NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (hereinafter referred to as the "Agreement") is entered into this 18th day of July, 2022, between the Village of Oak Park, an Illinois home rule municipal corporation located at 123 Madison Street, Oak Park, Illinois 60302 (hereinafter referred to as the "Village"), and Granicus, LLC, a Minnesota limited liability company (hereinafter referred to as "Vendor"). The Village and Vendor are sometimes hereinafter jointly referred to individually as a "party" and collectively as the "parties."

### **RECITALS**

**WHEREAS**, the Village seeks to share information with the Vendor regarding members of its Village boards and commissions and certain related information in order for Granicus to implement a software module regarding Village boards and commissions; and

**WHEREAS**, Granicus may disclose confidential information (as defined below) to Village during the process of implementing the software module regarding Village boards and commission; and

**WHEREAS**, in order to share said information, the Village and Vendor have determined to enter into this Agreement.

### **SECTION 1 – RECITALS INCORPORATED**

1.1. The above recitals are incorporated herein as though fully set forth.

### **SECTION 2 – CONFIDENTIAL INFORMATION**

2.1. "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) Granicus' Products; (ii) information regarding members of the Village boards and commission; (iii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iv) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (v) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.

### **SECTION 3 – CONFIDENTIALITY, NON-DISCLOSURE AND OWNERSHIP OF CONFIDENTIAL INFORMATION**

3.1. All Confidential Information acquired by the Receiving Party shall remain the

exclusive property of the Disclosing Party.

3.2. The Disclosing Party shall:

3.2.1. Inform the Receiving Party in advance of any disclosure Confidential Information;

3.3. Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above;

3.3.1. The Receiving Party shall receive in confidence any Confidential Information; to use such Confidential Information only for purposes of work, services or analysis related to the matter of mutual interest described above and for other purposes only upon such terms as may be agreed upon between the parties in writing;

3.3.2. Limit access to such Confidential Information to the Receiving Party's employees, contractors, and agents who (i) have a need to know the Confidential Information in order for such party to participate in the matter of mutual interest described above; (ii) have also entered into a written agreement with the receiving party which provides the same or greater protections to any Confidential Information provided hereunder; or (iii) are under obligations of confidentiality imposed by law or rule; and

3.3.3. At the Disclosing Party's request, the Receiving Party shall return promptly to the Disclosing Party or to destroy any copies of such Confidential Information that is in written, graphic or other tangible form, and provide to the Disclosing Party a list of all such material destroyed; provided that the Receiving Party may retain a copy of the returned or destroy items for archival purposes in accordance with its records retention policies and subject to this section.

3.4. The obligations herein do not apply to Confidential Information which, as shown by reasonably documented proof:

3.4.1. Was in the Receiving Party's lawful possession prior to receipt from the Receiving Party; or

3.4.2. Was received by the Receiving Party in good faith from a third party not subject to a confidential obligation to the Disclosing Party; or

3.4.3. Now is or later becomes publicly known through no breach of confidential obligation by the Receiving Party; or

3.4.4. Is disclosed to a third party by the source without a similar nondisclosure restriction; or

3.3.5. Is authorized in writing by the Disclosing Party to be released or is designated in writing by the Disclosing Party as no longer being confidential or proprietary.

3.5. The Receiving Party may disclose Confidential Information to an Affiliate, subject to the terms and conditions set forth herein. For purposes of this Agreement, an Affiliate shall be defined as an entity that controls, is controlled by, or is under common control with Receiving Party.

3.6. Other than as required by law or as set forth herein, the Receiving Party shall not, without the Disclosing Party's prior written consent, disclose to any person, or make a public announcement of, the existence of discussions or negotiations or any of the terms relating to the matter of mutual interest described above or any Confidential Information.

3.7. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information or derived products. Neither this Agreement nor provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise or representation by either party to do business with the other or to do anything except as set out specifically in this Agreement.

3.8. THE PARTIES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL OF THEIR RESPECTIVE CONFIDENTIAL INFORMATION. NEITHER PARTY SHALL BE LIABLE IN DAMAGES OF ANY KIND AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, UNLESS SUCH RELIANCE OR USE IS EXPRESSLY PERMITTED IN A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

#### **SECTION 4 - TERM AND TERMINATION**

4.1. Unless terminated earlier, this Agreement shall terminate three (3) years after the Effective Date. This Agreement may be terminated by either party upon written notice pursuant to Section 8 below, and if terminated, each party shall return to the other party any and all Confidential Information disclosed to it by the other party. The obligations with respect to Confidential Information shall extend for a period of three (3) years following the date of termination or expiration of this Agreement, except however that the Village's and Vendor's respective customer information shall remain confidential forever.

#### **SECTION 5 - GOVERNING LAW AND VENUE.**

5.1. This Agreement is governed by the laws, rules and regulations of the State of Illinois and applicable federal laws, rules and regulations both as to interpretation and

performance. Venue for any action pursuant to this Agreement shall be in the state or federal courts located in Cook County, Illinois.

**SECTION 6 – Reserved**

6.1. Reserved

**SECTION 7 – REMEDIES**

7.1. It is agreed that a violation of any of the provisions of this Agreement will cause irreparable harm and injury to the Disclosing Party and the Disclosing Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Absent a showing of willful violation of this Agreement, neither party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages including lost income or profits of any kind, even if such party has been advised of the possibility thereof. In no event shall either party be liable to the other for punitive or exemplary damages.

**SECTION 8 – NOTICES**

8.1. Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302-4272  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Vendor:**

Granicus, LLC  
408 St. Peter St., Suite 600  
St. Paul, Minnesota 55102  
Email: [contracts@granicus.com](mailto:contracts@granicus.com)

8.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

8.3. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**SECTION 9 - ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY**

9.1. This Agreement is the entire agreement between the parties with respect to nondisclosure of Confidential Information pertaining to the matter of mutual interest stated above and supersedes all prior agreements and understandings with respect to this subject. This Agreement may be amended only by written agreement executed by both parties. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This Agreement shall be binding on successors and permitted assigns of the parties.

9.2. If any provision of this Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

**SECTION 10 - BINDING AUTHORITY.**

10.1. The individuals executing this Agreement on behalf of the Vendor and the Village represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

**SECTION 11 - COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

11.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

11.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**SECTION 12 - HEADINGS AND TITLES.**


12.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**SECTION 13 - EFFECTIVE DATE.**

13.1. This Agreement shall take effect upon the last date of its execution by one of the parties as reflected below.

**IN WITNESS WHEREOF** the parties to this Agreement by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

**VILLAGE OF OAK PARK**

  
By: Kevin J. Jackson  
Its: Village Manager


Dated: 7-18, 2022

**VENDOR**

DocuSigned by:  
*Brendan Stierman*  
AE342585D3714DE  
By: Brendan Stierman  
Its: Contracts Manager

Dated: July 14, 2022

**REVIEWED AND APPROVED  
AS TO FORM**

  
**JUL 14 2022**  
**LAW DEPARTMENT**