



**MAHONING VALLEY SANITARY DISTRICT
NON-DISCLOSURE AGREEMENT**

The undersigned acknowledges that by obtaining specifications, drawings, plans, and/or bid documents from the Mahoning Valley District (the "District") he/she has possession of sensitive security information ("Information") of the District. This Non-Disclosure Agreement shall include all Information learned by or in the possession of the undersigned.

The undersigned acknowledges that the Information is sensitive and confidential and any unauthorized release of the Information would seriously endanger the security, health and safety of the District and the public that it serves. The undersigned hereby agrees to hold the Information (whether received before or after the signing of this statement) secret and in confidence and shall not disclose such Information to any unauthorized third-parties.

The undersigned hereby agrees that upon demand by the District, the undersigned shall immediately return to the District any and all Information entrusted to the undersigned. The undersigned further agrees that he/she shall not copy or reproduce in whole or in part any Information without the express written permission of the District.

The undersigned hereby agrees to conform to all existing or subsequent rules, procedures, and policies that are or will be mandated by the District for the protection and security of the sewer system and other District facilities. The undersigned further agrees that he/she will notify the Executive Director of the District immediately upon learning that any Information has been communicated or distributed to any unauthorized person or entity.

A breach of any of the provisions of this Non-Disclosure Agreement shall be cause for the District to pursue any of its remedies available at law against the undersigned in his/her official and personal capacities. Additionally, upon learning of any violation(s) of this Non-Disclosure Agreement, the undersigned and its company shall be liable to the District an amount of \$5,000 per violation. Such amount shall not be considered a penalty, but rather liquidated damages to compensate the District for violations of this Non-Disclosure Agreement.

Notwithstanding anything to the contrary in this Non-Disclosure Agreement, the undersigned may provide Information to potential subcontractors for bidding purposes, so long as the undersigned obtains an identical Non-Disclosure Agreement from such subcontractors and provides the same to the District.

I agree to abide by and uphold each of the above provisions of this Non-Disclosure Agreement, and represent that I have the authority to bind my company to its terms and conditions.

Signature

DATE

Printed Name

Title

Company Name