

NON-DISCLOSURE AGREEMENT

CHEMONICS INTERNATIONAL
1275 New Jersey Ave, S.E.
Washington, D.C. 20003

And

XXXXXXXX

Address Line1 Address Line 2
City, Province Postal Code
Country

This Agreement made and effective as of Effective Date, by and between Chemonics International Inc. (hereinafter called “Chemonics” or “CI”) with its primary place of business at 1717 H Street NW, Washington, DC 20006, USA and Stantec Inc with its primary place of business at 1101 14th St NW #1200, Washington, DC 20005, individually referred to as “**the Party**” and collectively as “**the Parties**”.

WITNESSETH THAT:

WHEREAS Chemonics agrees to furnish (Name of Company) certain confidential information, and (Name of Company) agrees to furnish Chemonics certain confidential information relating to the RFI No: RFI-PSM-ZMB-W&D OF LLINS-2023.

WHEREAS, “confidential information” means any data or information that is identified as proprietary or confidential by the disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any teaming and/or marketing strategies, technical approaches, designs and plans, financial information, cost structures, projections, operations, cost estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) intellectual property and any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, tools, templates, databases, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated confidential information. The Receiving Party acknowledges that the confidential information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its confidential information as trade secrets.

NOW, THEREFORE, in consideration of these premises, and in express reliance upon the mutual promises and covenants contained herein, Chemonics and (Name of Company) agree as follows:

1. All confidential information provided to (Name of Company) by Chemonics that may be obtained in connection with (Name of Company) assistance and cooperating with CI shall remain the property of and be deemed confidential to Chemonics. (Name of Company) agrees to accept such confidential information in confidence, to accord it the protection required by this Agreement and such additional protection as (Name of Company) customarily accords to its own confidential information, to hold such confidential information in trust for Chemonics, and to use such confidential information solely and exclusively in accordance with the purpose described above in this Agreement, provided, however, that (Name of Company), in the capacity as the receiving Party shall not be liable for disclosure or use of confidential information if the same:
 - a. was properly in the public domain at the time it was disclosed,
 - b. was already in the possession by Stantec Inc and not under a duty of confidentiality or non-disclosure,
 - c. was provided to (Name of Company) by a third party that has a lawful right to disclose the confidential information,
 - d. was developed independently by (Name of Company) and supported by documentary evidence.
 - e. was disclosed in response to a valid administrative or judicial order requesting the confidential information, provided, however, that (Name of Company) shall first have given notice to Chemonics and shall have provided reasonable assistance to Chemonics in any efforts to contest the disclosure of the confidential information.

2. All confidential information provided to Chemonics by (Name of Company) that may be obtained in connection with (Name of Company) assistance and cooperating with CI shall remain the property of and be deemed confidential to (Name of Company). Chemonics agrees to accept such confidential information in confidence, to accord it the protection required by this Agreement and such additional protection as Chemonics customarily accords to its own confidential information, to hold such confidential information in trust for (Name of Company), and to use such confidential information solely and exclusively in accordance with the purpose described above in this Agreement, provided, however, that Chemonics, in the capacity as the receiving Party shall not be liable for disclosure or use of confidential information if the same:
 - a. was properly in the public domain at the time it was disclosed,
 - b. was already in the possession by Chemonics and not under a duty of confidentiality or non-disclosure,
 - c. was provided to Chemonics by a third party that has a lawful right to disclose the confidential information,
 - d. was developed independently by Chemonics and supported by documentary evidence.
 - e. was disclosed in response to a valid administrative or judicial order requesting the confidential information, provided, however, that Chemonics shall first have given notice

to (Name of Company) and shall have provided reasonable assistance to (Name of Company) in any efforts to contest the disclosure of the confidential information.

3. No copies will be made or retained by either Party of any tangible embodiments of the confidential information supplied without the permission of the other Party.
4. At the conclusion of any discussions, or upon demand by the Parties, all confidential information and any tangible embodiments of the information, including, but not limited to prototypes, written notes, drafts, reports, photographs, sketches, tapes, computer disks, models, memoranda or notes taken shall be returned to the initiating party or destroyed.
5. Except otherwise expressly provided herein, this Agreement shall be terminated upon one of the following events:
 - a. Dissolution of this Agreement by written mutual agreement,
 - b. This Agreement may be terminated by either party upon five days written notice to the other party.
6. The obligations of the Parties to protect the confidential information shall survive the termination of this Agreement with respect to confidential information disclosed prior to the effective date of termination. Upon request by the disclosing party, the receiving party shall turn over all confidential information of the disclosing party, including all copies or extracts thereof.
7. Confidential information shall not be disclosed by the Parties to any third party unless that third party agrees to execute the terms of this Agreement and has been approved by the other party.
8. This Agreement and its validity, construction and effect shall be governed by the laws of the District of Columbia. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the confidential information if any restriction, term, provision, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
9. (Name of Company) consents to the exclusive jurisdiction of state courts and U.S. federal courts located in the District of Columbia for any disputes arising out of this Agreement. In the event of any breach or threatened breach by either Party, the other Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect itself against such breach or threatened breach.

10. Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venture or employee of the other party for any purpose.
11. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
12. Neither party may directly or indirectly assign or transfer this Agreement by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
13. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
14. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

This Agreement and each Party's obligations shall be binding on the representatives, assigns and successors of such party. Each Party has signed this Agreement through its authorized representative.

AGREED AND ACCEPTED BY:

Chemonics International Inc.

(Name of Company)

Authorized Signatory Name (Print and Sign)

Authorized Signatory Name (Print and Sign)

Title _____

Title _____

Date _____

Date _____