

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: ITS Council Meeting Date: 1/22/2015

Department Contact: Tracy Rosser Phone # 256-427-5097

Contract or Agreement: Cellco Partnership d/b/a Verizon Wireless

Document Name: Mutual Nondisclosure Agreement

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating	<i>Wm. J...</i>	12/24/14
2) Legal	<i>Mary Clates</i>	1/12/14
3) Finance <i>BC</i>	<i>[Signature]</i>	1/14/15
4) Originating	<i>Wm. J...</i>	1/15/14
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jan 22, 2015

Action Requested By: ITS

Agenda Type: Resolution

Subject Matter:

Mutual Nondisclosure Agreement

Exact Wording for the Agenda:

Resolution authorizing a Mutual Nondisclosure Agreement with Cellco Partnership d/b/a Verizon Wireless.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is to protect confidential information to be disclosed by the parties to each other with respect to a matter of mutual interest described as Small Cell Master Lease negotiations and deployment locations between the City and Verizon Wireless.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: W.M. Steen

Date: 12/24/2014

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and CELLCO Partnership d/b/a Verizon Wireless, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Mutual Nondisclosure Agreement, consisting of one(1) page, and the date of January 22, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 22nd day of January, 2015.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this 22nd day of January, 2015.

Mayor of the City of Huntsville, Alabama

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement ("Agreement"), effective when executed by both parties, is made between The City of Huntsville, AL ("Company"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920 ("Verizon Wireless"), to protect Confidential Information (hereafter defined) to be disclosed by the parties, to each other, with respect to a matter of mutual interest described as Small Cell Master Lease negotiations and deployment locations between Company and Verizon Wireless.

1. To facilitate discussions, meetings and the conduct of business between the parties with respect to the matter of mutual interest described above, it may be necessary for one party to disclose confidential information to the other. All information of any type or character that is either disclosed to the other party or with which the other party comes into contact shall be considered as the confidential information of the disclosing party including without limitation technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form ("Confidential Information"). Such Confidential Information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets.
2. Unless terminated earlier by written notice, the term of this Agreement shall be for three (3) years. 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 Company's and Verizon Wireless' respective customer information shall remain confidential forever.
3. Each party acknowledges and agrees as follows:
 - a. All Confidential Information acquired by either party from the other shall be and shall remain the exclusive property of the source;
 - b. To inform the receiving party, in advance of any disclosure of Confidential Information, in non-confidential and non-proprietary terms, of the nature of the proposed disclosure, and to afford the receiving party the option of declining to receive the Confidential Information;
 - c. To 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;
 - d. To limit access to such Confidential Information to a 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; and (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; and
 - e. At the disclosing party's request, to 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.
4. These obligations do not apply to Confidential Information which, as shown by reasonably documented proof:
 - a. Was in the other's possession prior to receipt from the disclosing party; or
 - b. Was received by one party in good faith from a third party not subject to a confidential obligation to the other party; or
 - c. Now is or later becomes publicly known through no breach of confidential obligation by the receiving party; or
 - d. Is disclosed to a third party by the source without a similar nondisclosure restriction; or
 - e. Was developed by the receiving party without the developing person(s) having access to any of the Confidential Information received from the other party; or
 - f. 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 proprietary; or
 - g. Is subject to disclosure to a third party in accordance with a valid request for disclosure under the Freedom of Information Act (15 U.S.C. §552), or similar law enacted by a state government, and with which Company is legally obligated to

- comply.
5. Company agrees that Verizon Wireless 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 Verizon Wireless.
6. Other than as required by law or as set forth in 3(d), neither party shall, without the other 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.
7. It is agreed that a violation of any of the provisions of this Agreement will cause irreparable harm and injury to the non-violating party and that 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.
8. 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.
9. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to any conflicts of law principles and subject to the exclusive jurisdiction of its federal or state courts in Alabama.
10. 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.
11. This Agreement 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. When so executed and delivered by each party to the other, this Agreement shall become binding.
12. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS	THE CITY OF HUNTSVILLE, AL
By: 	By:
Name: Aparna Khurjekar	Name:
Title: Area Vice President Network	Title:
Date: 1.6.15	Date: