

LGCID Confidentiality and Non-Disclosure Agreement (NDA)

For CID Member Access to Procurement Records

This Non-Disclosure Agreement (the "Agreement") is entered into this ____ (Day) of _____ (Month) _____ (Year) (the "Effective Date") by and between the parties:

1. The Parties

Role	Party Name	Address
Disclosing Party	Lower Gardens City Improvement District NPC (LGCID)	75 Hope Street, Gardens, 8001
Receiving Party	CID Member Full Name	
	CID Member Physical Address	
	CID Member ID Number	

2. Purpose of Disclosure

The purpose of this Agreement is to facilitate the Member's review of specific confidential records related to the LGCID's competitive bidding process (RFP/RFQ), solely for the purpose of **CID Member oversight and accountability** regarding the expenditure of CID funds and compliance with the LGCID Procurement Policy.

3. Definition of Confidential Information

"Confidential Information" shall include, but is not limited to, all commercial, financial, proprietary, and technical information contained within the specific Request for Proposal (RFP) or Request for Quotation (RFQ) submissions, including:

- **Pricing, financial models, and cost structures** of bidding companies.
- **Proprietary methodologies, operational plans, and technical specifications** detailed in proposals.
- **Intellectual property, trade secrets, and business strategies** of the bidding companies.
- **All evaluation documents, scoring metrics, and internal discussions** related to the competitive process, with the exception of the final, publicly announced selection decision.

4. Obligations of the CID Member (Receiving Party)

The Member agrees to the following obligations regarding the Confidential Information:

1. **Non-Disclosure:** The Member shall not disclose, copy, publish, or otherwise make available the Confidential Information to any third party, individual, or entity outside of the LGCID Board and management.
2. **Limited Use:** The Member shall use the Confidential Information **solely for the stated Purpose** (Section 2) and shall not use the information for any personal, commercial, or competitive advantage whatsoever.
3. **No Copying:** The Member shall not copy, duplicate, or otherwise reproduce the Confidential Information without the express written permission of the LGCID.
4. **Safeguarding:** The Member shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information.
5. **Acknowledgement:** The Member acknowledges that the Confidential Information belongs to the bidding companies and is commercially sensitive, and that its unauthorized disclosure could cause significant, quantifiable harm to those companies.

5. Term and Return of Information

1. **Term of Agreement:** The obligations of confidentiality under this Agreement shall survive the termination of the Member's CID membership and shall remain in effect for a period of **five (5) years** from the Effective Date.
2. **Return/Destruction:** Upon conclusion of the review, the Member shall immediately return to the LGCID or confirm the complete destruction of any notes, copies, summaries, or extracts of the Confidential Information.

6. Exclusions from Confidential Information

The Member's obligations under this Agreement shall not extend to information that:

1. Is or becomes publicly available through no fault of the Member.
2. Was already known to the Member prior to its receipt from the LGCID, provided such knowledge was not obtained under a prior obligation of confidentiality.
3. Is rightfully obtained by the Member from a third party without restriction on disclosure.

7. Breach and Remedies

The Member acknowledges that any unauthorised disclosure or use of the Confidential Information will cause irreparable harm to the LGCID and/or the bidding companies, the extent of which may be difficult to ascertain.

In the event of a breach, the LGCID and/or the affected bidding company shall be entitled to seek injunctive relief (to stop the disclosure) as well as all other available remedies at law or in equity, including the recovery of damages and legal costs.



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087 330 2177

Signatures

By signing below, the parties confirm they have read and agree to the terms and conditions of this Agreement.

Lower Gardens CID NPC (Disclosing Party)

Date:

Signed:

Title:

CID Member (Receiving Party)

Signed:

Date: