**CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT**

This CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose mailing address is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Disclosing Party” and the Housing Authority of the City of Marksville, Louisiana a political subdivision organized under the laws of the State of Louisiana, and appearing herein through Victoria Burise, Executive Director of the said Housing Authority, hereinafter referred to as “Receiving Party”: and who do enter into the following agreement to prevent the unauthorized disclosure of Confidential Information as defined below.

# RECITALS

1. Receiving Party is engaged in the providing of affordable housing for various individuals and often must enter into discussion and agreements relating to establishing a relationship (landlord/tenant, owner/contractor, employer/employee, etc.) in connection with said services. As such, the parties may need access to certain personal, financial and trade information relating to business/services arising because of their relationship.

1. Receiving Party and Disclosing Party desires to maintain the confidentiality of all personal, financial and trade information disclosed between the parties. Receiving Party is willing to receive all such personal, financial and trade information in confidence, and the Parties deem it to be in their mutual best interest to protect such personal, financial and product information as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, conditions and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# 1. Confidential Information

1.1 To the extent that Disclosing Party shall disclose (written or orally) to Receiving Party personal, financial and trade information, including their methods and services (“Confidential Information”), then all the Confidential Information disclosed to Receiving Party shall be received in confidence for purposes of this Agreement except as otherwise provided under Section 3 below.

1.2 Receiving Party, its directors, employees, agents and representatives shall not disclose, disseminate, publish, communicate or divulge any Confidential Information to anyone outside Disclosing Party, or to any employee of Receiving Party not having reasonable need for access to such information, unless Disclosing Party expressly consents to such disclosure in writing.

# 2. Representations and Warranties

2.1 Both Receiving Party and Disclosing Party represent and warrant that neither their discussions nor their anticipated relationship do not and will not breach any agreement which either of them may have with any other party.

2.2 Receiving Party acknowledges that any failure by Receiving Party to fulfill any obligation under this Agreement, or any breach by Receiving Party of any provision herein, may constitute immediate and irreparable harm to the disclosing party, which harm may not be fully and/or adequately compensated in monetary damages and which may warrant injunctive relief, an order for specific performance, or any other available equitable relief.

# 3. Exceptions

Notwithstanding anything herein contained to the contrary, no obligation of confidentiality applies to any Confidential Information Receiving Party:

3.1 Already possesses;

3.2 Develops independently;

3.3 Rightfully receives without obligation of confidentiality from a third party;

3.4 Inadvertently discloses where Receiving Party has exercised reasonable care consistent with the effort Disclosing party exercises with respect to the preservation of Disclosing Party’s own confidential information;

3.5 Discloses Confidential Information with the prior written consent of disclosing party;

3.6 Discloses such Confidential Information to others which necessarily results from performing the services has contracted with disclosing party to perform.

In addition, no obligation of confidentiality shall apply to any Confidential Information that is, or becomes, publicly available without breach of this Agreement or which is disclosed by the discloser to a third party without restriction.

4. **COMPELLED DISCLOSURE**. If Receiving Party is legally compelled (whether by regulatory request, deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any Confidential Information, Receiving Party shall immediately notify Disclosing Party in writing of such requirements so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. Failing the entry of a protective order to the receipt of a waiver hereunder, Receiving Party may disclose, without liability hereunder, that portion (and only that portion) of Confidential Information that Receiving Party has been advised by written opinion of counsel that it is legally compelled to disclose; provided, however, that Receiving Party agrees to use its best efforts to obtain assurance, at no cost to Disclosing Party, that confidential treatment will be accorded such Confidential Information by the person or persons to whom it is disclosed.

# 5. Return of Material

Upon termination of the relationship between the Parties, the Receiving Party shall, upon written request of Disclosing Party, deliver any records, data, information and other documents, and all copies thereof, furnished by Disclosing Party to Receiving Party. If Disclosing Party does not request in writing the return of the above material, Receiving Party will retain said material for three (3) years after which Receiving Party is free to dispose of material if it so desires and will do so after ten (10) days written notice to Disclosing Party.

1. **Governing Law** This Agreement shall be governed, construed and interpreted by, and in accordance with, the laws of the State of Louisiana.

1. **Survival**. This Agreement shall remain in full force and effect until the earliest of: (a) one (1) year after the termination of the relationship between the Parties; or (b) any alternate termination date specified in a written amendment modifying or waiving the term of this Agreement.

1. **Headings**. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.

1. **Complete Agreement**. This Agreement sets forth the entire and complete understanding of the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter hereof. No subsequent agreements or contracts between the Parties affect the obligations set forth herein unless this Agreement and the affected sections are explicitly cited in writing.

1. **Amendment and Modification**. This Agreement may not be amended, modified or supplemented except by a written document of subsequent date hereto, executed by each of the parties hereto, which explicitly references this Section 10.

1. **Notice**. Any and all notices required or permitted to be given under this Agreement shall be furnished in writing, and delivered either by hand delivery, by overnight courier such as Federal Express or by certified or registered U.S. Mail, postage prepaid, return receipt requested, to the intended recipient at such party’s mailing address as listed above.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the date set forth above.

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| Signature (Disclosing Party |  | Print (Disclosing Party) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Victoria Burise (Receiving Party) |  | Victoria Burise (Receiving Party) |