

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below by and between the County of Carroll, Virginia (the "County" or "Disclosing Party") and _____, an employee of the County (the "Receiving Party").

WHEREAS, pursuant to the Receiving Party's official duties as an employee of the County, the Receiving Party may be provided with or become aware of certain sensitive or confidential information that is not subject to disclosure under the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 *et seq.*; and,

WHEREAS, the County and the Receiving party recognize that disclosure of Confidential Information, as defined herein, could adversely affect the County's bargaining position in conducting negotiations concerning the purchase and sale of real property, procurement of goods and services under the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 *et seq.*, and in negotiating with employees and prospective employees; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information related to personnel matters could harm the County or prospective, current or former employees, and depress morale and the operational effectiveness of the County and its personnel; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information related to public safety could endanger the operations and safety of public safety personnel and the public generally; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information related to economic development may harm the County's bargaining position, jeopardize the successful conclusion of economic development projects, and may violate the County's obligations of confidentiality to economic development prospects; and,

WHEREAS, the County and the Receiving Party recognize that disclosure of Confidential Information concerning legal advice, pending litigation or other attorney-client communications may harm the County's ability to negotiate, litigate or otherwise resolve legal matters requiring advice of counsel; and,

WHEREAS, the County and the Receiving Party recognize that it is imperative to the functioning of County Government that the release of Confidential Information be coordinated with the appropriate, designated County spokespersons prior to such release.

NOW, THEREFORE, the Parties agree as follows:

1. The Receiving Party agrees, as part of his/her job duties, to maintain the confidentiality of all Confidential Information that the Receiving Party is provided, obtains or otherwise becomes aware of as part of or incidental to the Receiving Party's employment, unless

the disclosure of such information has been authorized by the County Administrator. For purposes of this Agreement, "Confidential Information" shall mean any information or documentation that is exempt from public disclosure under the Virginia Freedom of Information Act, the Virginia Public Procurement Act or other applicable law, as well as any information that would properly be the subject of a closed session meeting under the Virginia Freedom of Information Act. Confidential Information shall not include matters that have been previously made public, but only to the extent that the particular details in question have been previously disclosed. For example, public announcement of a personnel action taken by the County shall not serve to authorize the disclosure of unreleased matters in an employee's personnel file.

2. The Receiving Party shall take appropriate steps to safeguard all Confidential Information of which it becomes aware, consistent with applicable law. When any doubt exists as to the confidential nature of any information, the Receiving Party shall seek the approval of the County Administrator prior to disclosure of such information to third parties. The Receiving Party shall not disclose to or discuss Confidential Information with other County employees or officers, except in furtherance of the Receiving Party's job duties. The Receiving Party shall not disclose or discuss Confidential Information to other third parties without approval of the County Administrator.

3. The Receiving Party shall protect Confidential Information from inadvertent disclosure to a third party using reasonable care and diligence, and shall ensure that each other employee, officer, or agent who has been given access by the Receiving Party to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

4. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information unless prohibited by law from doing so. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction. The Receiving Party understands that he or she may be subject to disciplinary action, up to and including termination for the violation of this Agreement

5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

A. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

B. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

C. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or

D. Is approved for release (and only to the extent so approved) by the disclosing Party; or

E. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law. The parties acknowledge that the County is a public body subject to the requirements of the Virginia Freedom of Information Act ("FOIA"), and that the requirements of this agreement are to be construed in conformity with any and all obligations imposed by law, including without limitation FOIA.

6. The Receiving Party's obligations hereunder shall remain in effect for so long as any Confidential Information remains confidential and exempt from disclosure under applicable law. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

DISCLOSING PARTY

RECEIVING PARTY BY

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title