

**Attachment 9 –
NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”) is entered into by and between Universal Service Administrative Company (“USAC”), the disclosing party, and _____, located at _____ (the “Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

- 1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include the “**Confidential Attachment A**” to the request for proposal (RFP) (Solicitation Number [REDACTED]) as well as this Agreement.
- 2. Exclusions from Confidential Information.** Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.
- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of USAC, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of USAC, any Confidential Information. Receiving Party shall return to USAC any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if USAC requests it in writing.
- 4. Time Period.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect unless and until USAC sends Receiving Party written notice releasing Receiving Party from this Agreement.
- 5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- 6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of the parties.
- 7. Integration.** 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.

- 8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 9. Injunctive Relief.** Receiving Party acknowledges that the disclosure of any Confidential Information, or of any information which at law or equity ought to remain confidential, will immediately give rise to continuing irreparable injury to USAC inadequately compensable in damages at law. In addition, USAC shall be entitled to obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies which may be available.

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.

Universal Service Administrative Company (USAC)

Signature _____

Typed or Printed Name _____

Date: _____

RECEIVING PARTY

Signature _____

Typed or Printed Name _____

Date: _____