



## **REQUEST FOR PROPOSAL MUTUAL CONFIDENTIALITY AGREEMENT**

Syracuse University (the "University") and \_\_\_\_\_  
("Recipient"), in consideration of the disclosure of certain confidential information, including documents relative to a Request for Proposal (the "RFP"), and in consideration for the opportunity to submit a proposal in accordance with the RFP, agree as follows:

1. The University intends to provide certain confidential proposal solicitation documents and information to Recipient for the purpose of soliciting a proposal for products and services described in the RFP. Recipient agrees to use the documents and any associated information only for the purpose of preparing a proposal for the University. The University requires Recipient to sign this Confidentiality Agreement as a condition precedent to receipt of the RFP and participation in the RFP process.
2. Recipient agrees to treat the RFP and all associated information as confidential and proprietary (the "Confidential Information"). Confidential Information may be communicated in writing, verbally or otherwise. Recipient shall disclose the Confidential Information to its employees only as necessary to prepare a proposal for the University. Recipient shall not disclose the documents or any associated Confidential Information to any third party and shall not make any copies of the documents or the Confidential Information in whole or in part for any purpose other than preparation of its proposal to the University.
3. Information shall not be deemed Confidential Information under this agreement if such information is or becomes generally available to the public or was known to the Recipient prior to its receipt from the University other than (a) as a result of a disclosure by Recipient or any other person who directly or indirectly receives such information from Recipient or (b) in violation of a confidentiality obligation to the University.
4. Recipient shall return the documents and copies and any Confidential Information to the University within 30 days after submission of the proposal unless Recipient is awarded the work. If Recipient elects not to submit a proposal to the University in response to the RFP, Recipient agrees to return the documents and associated information to the University no later than the due date for the proposals.
5. If the Recipient is requested or required by a governmental authority or judicial proceeding to disclose any Confidential Information, the Recipient shall provide the University with prompt notice of such request(s), so that it may seek an appropriate protective order.
6. No license or conveyance of any rights under any trade secrets, proprietary information, copyrights, trade names or trademarks, or applications therefore, or any other form of intellectual property is



granted or implied with respect to any Information disclosed pursuant to the terms of this Confidentiality Agreement.

7. This Confidentiality Agreement shall be governed by the laws of the state of New York. The parties further agree that any suit, action, or proceeding arising out of this Confidentiality Agreement shall be submitted to and brought exclusively before the appropriate federal and/or state courts located in Onondaga County, New York.

8. The parties acknowledge that the University will be irreparably harmed by any breach or threatened breach of this Confidentiality Agreement, that monetary damages would be inadequate and that, in addition to any and all other remedies and damages available to it at law, the University shall have the right to injunctive or other equitable relief.

9. The obligations imposed hereunder shall survive indefinitely.

10. This Confidentiality Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

**RECIPIENT:** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SYRACUSE UNIVERSITY**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_