

Attachment A
Non-Disclosure Agreement – Accounts Payable Supplier Management Solution RFI #25-002

THIS NON-DISCLOSURE AGREEMENT (Agreement) is entered into and is effective as of (date), by and between (company name), (Respondent) together with its affiliates and the Office of Indiana State Comptroller (State Comptroller).

1. **Purpose.** The Respondent and State Comptroller are engaging in discussions related to the possibility of entering a business relationship with one another. Certain aspects of this work involving data and processes require the signature of this Agreement. The disclosed data and processes must remain confidential before the Respondent and the State Comptroller can move forward with discussions.

Confidential Information, as used in this agreement, shall mean all information disclosed by the State Comptroller regarding security, privacy and confidentiality controls, including, but not limited to, administrative, technical and physical safeguards.

2. **Means of Disclosure and Identification.** Information that is considered confidential may be disclosed by oral, visual, electronic, or any other means, whether directly or indirectly.
3. **Exclusions.** For purposes of this agreement, Confidential Information shall not include, and the obligations herein shall not apply to, information that: (i) is now or subsequently becomes generally available to the public through no fault of the Respondent, (ii) the Respondent can demonstrate was rightfully in its possession prior to disclosure or (iii) does not fall within an exception to the Indiana Access to Public Records Act, Ind. Code § 5-14-3-4.

4. **Confidentiality Obligations.**

- a. The Respondent shall utilize at least the same degree of care used in its own business to protect its own Confidential Information, but in no event shall the Respondent use less than a commercially reasonable degree of care to protect the confidentiality of the Confidential Information it receives from the State Comptroller.
 - b. The Respondent may provide the Confidential Information it receives from the State Comptroller only to such directors, officers, employees, members, partners, agents and contractors (including attorneys, financial advisors, and accountants) who (i) have a “need to know” such Confidential Information in order to enable the Respondent to use such Confidential Information for the purpose of discussion and potentially a future contract with the State Comptroller and (ii) are legally bound to use and disclose such Confidential Information only in furtherance of the purpose.
 - c. The Respondent shall notify the State Comptroller immediately in the event of the loss or compromise of any Confidential Information received from the State Comptroller.
5. **No Implied License.** No rights or licenses are granted or implied by either confidential or non-confidential disclosure.
6. **Right to Disclose.** The State Comptroller warrants that it has the right to disclose Confidential Information to the respondent.

7. **Return.** Upon written request by the State Comptroller, the Respondent will either return or destroy all copies of any media or materials containing Confidential Information, including but not limited to, all computer programs, documentation, notes, plans, drawings, and copies thereof. All Confidential Information so retained shall remain subject to the terms of this Agreement.
8. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue with no end date.
9. **Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning party. Any purported assignment without such consent shall be void and unenforceable. This Agreement shall be binding upon the parties and upon their respective legal representatives, successors, and permitted assigns.
10. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. No provision of this Agreement may be amended except by the written agreement signed by authorized representatives of both parties.
11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to this Agreement, or any matter contemplated hereunder, shall be instituted in the Indiana state courts.
12. **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given: (a) when delivered by hand with written confirmation of receipt; (b) when received by the addressee if sent by a nationally recognized overnight courier, receipt requested; (c) on the date sent by facsimile or other electronic delivery if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth, below, or to such other address that may be designated by a party from time to time in writing.
13. **Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such enforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
14. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

In witness whereof, the parties agree to the foregoing terms and conditions and by execution of this Agreement, therefore are bound by the terms in this Agreement.

Contact for: _____ (Company Name)

Email

Printed Name and Title

Signature:

Date: _____

Contact for Indiana State Comptroller

Brent Plunkett, Deputy Comptroller
Printed Name and Title

bplunkett@comptroller.in.gov
Email

Signature:

Date: _____