

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made on August [REDACTED], 2022 (“Effective Date”) by and between Grand County, a Utah political subdivision (the “County”) and **LIST NAMES HERE** (“STAR Committee Members”).

IN CONSIDERATION of service on the STAR Business Grants Committee to evaluate and select funding of 2022 grant projects (“STAR Business Grants 2022 Evaluation Process”), the Parties agree as follows:

1. Definition of Grant Applicant.

- a. “Grant Applicant” shall mean any individual or organization that submitted or attempted to submit a grant application and “confidential information” (defined below in section 2-a) to Grand County and/or Southeast Utah’s Small Business Development Center (SBDC) for the purposes of 2022 STAR Business grant funding.

2. Definition of Confidential Information.

- a. “Confidential Information” shall mean any data or information that is proprietary to any Grant Applicant and not generally known to the public, including, but not limited to: (i) any financial information, operations, business plans and performance results relating to the past, present or future business activities; (ii) plans for products or services, and customer or supplier lists; (iii) any concepts, reports, data, designs, development tools, specifications, databases, computer programs, information and trade secrets; and (iv) any employee information, data, file, resume, communication, interview, and notice of any type. Confidential Information need not be novel, unique or patentable to be designated Confidential Information.
- b. Confidential Information shall not include information which: (i) was known by the STAR Committee Members prior to their participation in the STAR Business Grants 2022 Evaluation Process; (ii) is outside knowledge and is not Confidential Information; (iii) becomes public information not due to a breach of Confidential Information; (iv) is required by the law to be disclosed via subpoena; and (e) is or has been independently developed by the Committee Members.

3. Non-Disclosure of Confidential Information. Except as expressly provided herein, the Committee Members shall not share, disclose, or divulge any Confidential Information with any party, including their own entities, employers, or potential or future competitors of any Grant Applicant.

4. Compelled Disclosure of Confidential Information. The Committee Members must notify the County and any affected Grant Applicant in writing if they are subpoenaed by law to disclose Confidential Information prior to its disclosure. The County or the Grant Applicant may

file a protective order to preserve the Confidential Information. The Parties agree to cooperate with any such request for a protective order. If a protective order is not an available remedy, as ordered by a Court, disclosure of such Confidential Information may be made without liability to Committee Members.

5. Return of Confidential Information. Upon termination or completion of the STAR Business Grants 2022 Evaluation Process, Committee Members shall immediately return to the County all documents, property, and Confidential Information. Committee Members shall not keep or retain copies, notes or abstracts of the Confidential Information.

6. Term. This Agreement shall survive the Committee Members' participation in STAR Business Grants 2022 Evaluation Process and remains in effect so long as the Confidential Information is deemed confidential, a trade secret, or privileged by the parties.

7. Notice of Breach. Each Committee Member shall notify the County and any affected Grant Applicant immediately upon discovery of any unauthorized use or disclosure of Confidential Information by any Committee Member, or any other known breach of this Agreement. Each Committee Member shall cooperate with efforts to help the County and any affected Grant Applicant regain possession of Confidential Information and prevent its further unauthorized use. This section shall not be construed as limiting the remedies of the County or any affected Grant Applicant hereunder or under state law.

8. Remedies.

- a. Injunctive Relief. The Parties acknowledge that the Confidential Information is of a unique and valuable character, and/or privileged information, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and/or harm the Grant Applicant. Because the damages would be impossible to calculate, the Parties agree that each party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder.
- b. Attorneys' Fees and Costs. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its costs and fees, including attorney's fees, incurred to enforce this Agreement and obtain relief.

9. Binding Effect. The Parties shall be binding upon each party, their personal representatives, agents, Directors, Officers, employees, and successors and assigns.

10. Miscellaneous.

- a. Integration. This Agreement constitutes the entire understanding regarding the Confidential Information between the Parties and supersedes any prior agreements. The Parties may modify this Agreement in writing only.

- b. Governing Law. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with Utah law.
- c. Jurisdiction. The Moab District Court shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- d. Waiver. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Severability. If any provision herein is found unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If such modification is not possible, the remainder of the Agreement shall be enforced as if such provision was not included.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

This Agreement is hereby executed by the Parties on the date first written above.

GRAND COUNTY

ATTEST

 Jacques Hadler, Chair
 Grand County Commission

 Gabriel Woytek, Clerk/Auditor

COMMITTEE MEMBERS

