

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (hereinafter "Agreement"), is entered into this ____ day of _____, 2026, by and between _____, located at _____ (hereinafter "Contractor") and Gateway Regional Law Enforcement Training Center Commission, a political subdivision of the State of Missouri, located at 1266 Sutter Ave., St. Louis, Missouri 63133 (hereinafter "Commission").

WHEREAS, Contractor and the Commission wish to enter into negotiations regarding the provision of certain products and/or services; and

WHEREAS, in the course of negotiating with the Commission, Contractor may have access to certain confidential or proprietary information or data;

WHEREAS, it is in the interests of the parties that discussions and exchange of information and/or data be carried on in a controlled environment and that confidential and proprietary information or data developed by the parties, or accessed by Contractor or its employees or agents, whether from Commission resources directly or from other sources by virtue of the Commission having access to such sources, be protected from further disclosure unless the Commission approves of its release;

NOW, THEREFORE, for and in consideration of the engagement of Contractor to provide certain products and/or services for the Commission, Contractor agrees as follows:

1. In the course of its performance of services for the Commission, Contractor will have access to certain information or data which is confidential and/or proprietary, including but not limited to the Commission's confidential business and/or other technical information and private data of citizens (hereinafter referred to collectively as "Confidential Information"). Confidential Information may be in written, electronic, photographic or other tangible form, and it may be provided orally or visually. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified as such by the Commission, but in no event shall the absence of such a mark or identification in any way affect Contractor's obligations hereunder, including without limitation its obligation to treat such information or data as confidential. Contractor shall treat all information or data of which Contractor becomes aware as a result of its engagement with the Commission as confidential unless: (a) the information/data was rightfully known to Contractor, without restriction on disclosure, prior to its engagement with the Commission; (b) the information/data is or has become generally available to the public, without the fault or negligence of Contractor; (c) Contractor rightfully received the information/data from a third party without a duty of confidentiality; (d) Contractor independently developed the information/data without use of Commission's confidential information; or (e) authorized, in writing, by the Commission. Confidential Information made available to Contractor may include information of third parties, and the source of such information or data shall not affect its treatment hereunder.

2. Except as specifically permitted in this Agreement or as otherwise authorized in writing by the Commission, Contractor and its employees and agents shall not, at any time, in any fashion, form or manner, whether directly, indirectly or by accident, divulge, disclose, communicate or use, any Confidential Information, or methods of accessing same, that is received, obtained, acquired or developed in association with its engagement with the Commission, whether prior to, during or subsequent to its engagement, unless necessary to effectuate the purposes of its engagement with the Commission. Contractor's sole purpose for accessing and/or using Confidential

Information shall be to perform its contractual obligations to the Commission. Contractor is permitted to make exact copies of the Confidential Information but only to the extent necessary to effectuate the purposes of its engagement with the Commission.

3. Contractor agrees that any Confidential Information it receives from the Commission or accesses by virtue of its engagement with the Commission shall be provided only to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Contractor agrees that when access to Confidential Information results in access to information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given. When Contractor's employees or agents no longer have a need for access to Confidential Information, whether because of termination of employment, reassignment of job duties or otherwise, Contractor shall ensure that access of such employees or agents is terminated.

4. Contractor acknowledges and agrees that it, its employees and agents are bound by all applicable federal and state laws governing confidentiality and/or privacy of information including but in no way limited to individuals' personally identifiable information, e.g., protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. The parties hereby acknowledge and agree that this Agreement is subject to, and the parties will act in accordance with, the Missouri Sunshine Law (Chapter 610, RSMo.). Contractor agrees to immediately notify the Commission of any request for information or data concerning or related to Commission business received from a third party. Contractor is permitted to disclose the Confidential Information as required by a court or other governmental entity of competent jurisdiction; provided, however, that Contractor shall: (a) where permitted by law, give the Commission prompt written notice upon receipt of a disclosure requirement and before the disclosure is made; (b) take reasonable actions and provide reasonable assistance to the Commission to ensure confidential treatment of the Confidential Information, at Contractor's cost; and (c) disclose only such Confidential Information as is legally compelled.

6. Contractor agrees not to issue any press release, give or make any presentation, or give to any print, electronic or other news media any information regarding its engagement with the Commission without the advance approval in writing by the Commission.

7. Contractor agrees that all Confidential Information in its possession as a result of the engagement, including all intellectual property rights therein, at all times remains the sole property of the Commission. Nothing herein shall be construed as granting Contractor any rights, express or implied, including without limitation any intellectual property rights, in the Confidential Information, other than the limited right to use it to effectuate the purpose of its engagement with the Commission.

8. Contractor's right to access and/or use the Confidential Information shall cease upon completion of its engagement with the Commission; however, its obligations hereunder shall survive in perpetuity. Upon completion of its engagement or upon request by the Commission, Contractor will turn over to the Commission all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Contractor and/or its employees or agents, regardless of the source of said Confidential Information. Contractor agrees to return or, with the written consent of Commission, destroy all Confidential Information, including all copies, at the conclusion of the engagement or at an earlier date set forth by the Commission in its sole discretion. "Destruction" includes the complete purging of all Confidential

Information from all computers and back-up media storage. Upon request by the Commission, Contractor shall certify in writing that it has complied with its obligations under this section.

9. Contractor, its employees and agents shall not attach or load any additional hardware or software to Commission equipment unless authorized by the Commission in writing and will only use those access rights and will only access those systems, directories, information or data authorized by the Commission for its/his/her use to effectuate the purpose of Contractor's engagement with the Commission. All requests for access must be communicated to the Commission's System Administrator.

10. Contractor agrees to transmit Confidential Information only through the use of secure methods and that it shall use the same or a greater degree of care in safeguarding the Confidential Information as it uses for its own confidential information (but no less than reasonable care). Upon the discovery of any disclosure or misuse of the Confidential Information, Contractor shall immediately notify the Commission and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed the Commission's Confidential Information. Contractor shall be liable for any such unauthorized disclosure or misuse.

11. Contractor agrees to store any Confidential Information it receives in secure, locked containers. Where data is stored on a computer or other electronic media, Contractor must have an appropriate computer security policy that protects Confidential Information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever and however stored, must be limited to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Responsibility for computer security must be assigned to a specific individual or organization, and that assignment must be documented.

12. Contractor agrees: (a) to use the Confidential Information furnished under this Agreement only to effectuate the purposes of its engagement with the Commission; and (b) to retain such Confidential Information only so long as necessary to effectuate the purposes of its engagement with the Commission.

13. Contractor agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having its engagement with the Commission terminated, the Commission shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses and damages resulting such breach or threatened breach. Contractor acknowledges that compensation may not be sufficient and that injunctive relief to prevent or limit any breach may be the only viable remedy to fully protect the Confidential Information. Contractor further understands and agrees that the terms of this Agreement shall survive the term of the engagement, and Contractor will abide by the terms of this Agreement in perpetuity.

14. Contractor shall indemnify and hold harmless the Commission from any and all claims, suits, causes of action, damages, and costs of any kind (including attorneys' fees) arising out of or in any way related to Contractor's unauthorized disclosure and/or misuse of Confidential Information.

15. Contractor agrees that it shall not assign any of its rights or delegate any of its obligations under this Agreement without the Commission's prior written consent.

16. This Agreement constitutes the entire agreement between the parties as to the confidentially obligations addressed herein. It may be modified only by written agreement of the parties. It shall be governed by the laws of the State of Missouri, without regard to choice of law provisions.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature by either party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

18. If any provision of this Agreement is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect, provided that the essential purpose of this Agreement is not thereby defeated. To the extent permitted by law, any invalid or unenforceable provision shall be reformed and construed so as to most closely reflect the original intent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

**By: Gateway Regional Law Enforcement
Training Center Commission**

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

State of _____ County of _____

On this _____ day of _____, in the year _____, before me _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person who executed the within Non-Disclosure Agreement on behalf of _____ and acknowledged to me that he or she executed the same for the purposes therein stated.

Official signature and official seal of notary