



Dear Respondent,

Attached, please find a copy of the IT Legacy Software Conversion RFQ Mutual Non-Disclosure agreement. Please complete all fields, sign and return to Purchasing@galottery.org

Please ensure that the subject line reads:

GLC IT Legacy Software Conversion MND – Company Name

Once you have sent the executed MND to the GLC, you will receive a copy of the following:

- **Pre-Bid Conference Call #1**
- **Pre-Bid Conference Call #2 – Answers to questions presented by bidders are provided in Pre-Bid Conference Call #2.**
- **Software Requirements Data**

Please note the following dates have been amended to provide your firm additional time to review the videos and requirements information.

The deadline to submit the Mutual Non-Disclosure Agreement

September 20, 2024 5:00 PM EST.

Bid Submission Date **REVISED**

September 27, 2024 5:00 PM EST.

MUTUAL NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the "Agreement"), dated this _____ day of _____, 2024, is entered into by and between the **GEORGIA LOTTERY CORPORATION** ("**GLC**"), a public corporation and state instrumentality created pursuant to the Georgia Lottery for Education Act (O.C.G.A. §50-27-1 et seq., as may be amended from time to time, the "Act"), with principal offices at 250 Williams Street, Suite 3000, Atlanta, Georgia 30303-1042, and _____ (company legal name, the "**Company**") a business entity organized and existing under the laws of the state of _____, with offices located at _____.

WHEREAS, **GLC** and the **Company** each desire to disclose to each other on a confidential basis certain proprietary information solely for the purpose of evaluating a possible transaction or business relationship between themselves (the "Evaluation") relating to the Company's proposals for IT consulting services to convert certain legacy software applications to current technology and related services for the GLC, including but not limited to the possible implementation of Company's recommended solutions for same upon satisfactory agreement; and

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GLC** and the **Company** agree as follows:

1. *Confidential Information.* "Confidential Information" shall include any and all proprietary information disclosed by one party to the other in the context of the Evaluation, whether before or after the date indicated above, regardless of the form of disclosure, that relates to the disclosing party's trade secrets and businesses, including but not limited to its products, designs, business plans, business opportunities, finances, information technology, research, development, and know-how. No formal identification of materials or other information as "Confidential Information" shall be required.
2. *Non-disclosure.* Each party agrees, represents and warrants that it: (i) shall use Confidential Information solely for purposes of the Evaluation and shall not use Confidential Information in any way for its own or any third party's benefit; (ii) shall not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees or agents who have a need to know for purposes of the Evaluation and who have been advised of the confidential nature of said information; (iii) shall take reasonable precautions (in no event less stringent than the precautions taken by recipient to protect its own Confidential Information) to prevent any disclosure, publication, dissemination or unauthorized use of Confidential Information; and (iv) shall not reproduce any Confidential Information, except as necessary for the Evaluation, without the written consent of the other party. Each party shall be responsible for any breach of this Agreement by its employees and agents.
3. *Term.* This Agreement shall become effective as of the date indicated above ("Effective Date"), provided that this Agreement shall cover all Confidential Information related to the Evaluation disclosed by one party to the other whether before or after the Effective Date. Disclosures of Confidential Information may take place for a period (the "Information Disclosure Period") of six (6) months after the Effective Date. The obligations of the parties contained

herein shall survive and continue beyond the expiration of the Information Disclosure Period by a further period of five (5) years.

4. *Limitations.* Notwithstanding any other provision in this Agreement, it is agreed that the following shall not constitute Confidential Information for purposes of restrictions and protections set forth in this Agreement: (i) information that was known by the receiving party prior to the disclosure thereof by the other party; (ii) information that properly comes into a receiving party's possession from a third person who is not under any obligation to maintain the confidentiality of such Confidential Information; (iii) information that has become publicly available other than through any fault of the receiving party; and/or (iv) information the receiving party can demonstrate was independently developed by it or a third party without use of Confidential Information received from the other party. In the event that a party to this Agreement is legally requested or required to disclose any Confidential Information received from the other party, the receiving party shall promptly notify the other party of such request or requirement prior to disclosure whenever practicable so that the other party may seek an appropriate protective order and/or limit the scope of the disclosure. If, however, in the opinion of the counsel for the receiving party, the receiving party is nonetheless compelled to disclose such Confidential Information or else stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving party may disclose such Confidential Information without liability to the other party hereunder provided that it uses reasonable efforts to limit the disclosure as appropriate.

5. *Ownership of Confidential Information.* All Confidential Information and other information or materials disclosed by one party to the other shall remain the property of the disclosing party. No license or other rights to Confidential Information and/or any patents, copyrights, trade names or trademarks are granted or implied by this Agreement or either party's disclosure of Confidential Information to the other hereunder. Each party agrees to return to the other party, as soon as reasonably practical upon written request, all Confidential Information of the other and further agrees to destroy any materials prepared by or on behalf of the receiving party that contain or are based upon Confidential Information covered by this Agreement.

6. *No Further Obligation.* Each party retains the right, in its sole discretion, to determine whether to disclose its Confidential Information to the other party, and disclosure of Confidential Information of any nature shall not obligate the disclosing party to disclose any further Confidential Information. Neither party shall be under any obligation of any kind whatsoever to enter into any further agreement with the other party by reason of this Agreement. Neither party makes any representations, express or implied, as to the accuracy or completeness of the Confidential Information, and each party agrees that the other party and its representatives shall have no liability as a result of having provided Confidential Information hereunder. Each party hereby expressly disclaims any and all liability that may be based, in whole or in part, on any Confidential Information, errors therein or omissions thereof. Neither party is responsible or liable for any business decisions made or inferences drawn by the other party in reliance on actions taken or disclosures made pursuant to this Agreement absent a separate written agreement to the contrary.

7. *Governing Law.* The parties consent and agree that this Agreement will be governed by the laws of the State of Georgia and that jurisdiction and venue of all matters relating to this

Agreement shall be vested exclusively in the federal, state, and local courts situated in the State of Georgia. The parties further agree that service of process by certified mail shall constitute personal service and shall result in jurisdiction over the parties.

8. *No Assignment.* The parties may not assign this Agreement or any of their respective rights or obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

9. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.

10. *Equitable Relief.* Each party hereby acknowledges that unauthorized disclosure or use of the other's Confidential Information will cause irreparable harm and significant injury to the other party that may be difficult to ascertain. Accordingly, each party agrees that the other will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

Georgia Lottery Corporation

(Company Legal Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____