

CONSULTANT NON-DISCLOSURE AND WORK-FOR-HIRE AGREEMENT

City Agency: _____ (“City Agency”):

Name and Address of Contractor Providing the Consultant:

Name and Address of the Assigned Consultant (“Consultant”):

Contract No. / Task Order No. _____ (“Contract”)

This Consultant Non-Disclosure and Work-For-Hire Agreement (“NDA”) is between the City of New York (“City”) by and through the City Agency and the Consultant. This NDA describes certain rights and obligations of each party with respect to certain information that the City Agency will disclose to the Consultant.

The information or materials acquired by the Consultant during performance of this City Agency project, including activities performed and documents and deliverables produced by the Consultant in connection with this project (“Confidential Information”), are to be kept strictly confidential by the Consultant and may not be reproduced, except for internal use by the members of the project team for the purpose of providing services to the City Agency, without prior written consent from the City Agency unless such information is: a) previously known by Consultant without a duty to keep such information confidential; b) generally available to the public; c) subsequently disclosed to Consultant by a third party who is not under an obligation of confidentiality with respect to the City, or d) independently developed by the Consultant prior to his or her engagement on this project.

The Consultant agrees that upon the request of the City Agency he or she shall promptly return to the City Agency or destroy the Confidential Information in the Consultant’s possession, including any copies, extracts, descriptions and summaries thereof).

All work product created by the Consultant pursuant to the Contract shall belong to the City of New York (the “City”) and the Consultant shall retain no right or interest in any such work product. Specifically, without limitation of the foregoing, any reports, documents, data, photographs, deliverables, and/or other materials created by the Consultant (“Covered Materials”) pursuant to the Contract shall be considered “work-made-for-hire” for the City. The City shall own all rights, including copyrights and all other intellectual property rights, to the Covered Materials and to all aspects, elements and components thereof in which copyright and/or other intellectual property rights might exist. To the extent, if any, that the Covered Materials do not qualify as “work-made-for-hire” for the City, the Consultant hereby irrevocably transfers, assigns and conveys exclusive ownership of all copyrights and other intellectual property rights in and to the Covered Materials to the City, free and clear of any liens, claims, or other encumbrances. The Consultant shall retain no copyright or other intellectual property right or interest in the Covered Materials. The Covered Materials shall not be used by the Consultant for any purpose other than the performance of the Contract except with the prior written permission of the City.

The Consultant may not: a) perform any work in connection with any private business during time that is being billed to the City; b) use any City equipment, supplies, telephones, computers, letterhead,

personnel or any other City resource for any purpose other than the Consultant's performance of the Contract, except as permitted by employees under the City's Policy on Limited Personal Use of City Office and Technology Resources, which is hereby incorporated into this NDA and which is viewable at <http://cityshare.nycnet/subs/doitt/downloads/pdf/hr/limited_personal_use_policy.pdf> ("Personal Use Policy"); c) disclose to any person any Confidential Information, except as necessary to the Consultant's performance of the Contract; or d) use any confidential information of the City for any purpose other than the Consultant's performance of the Contract.

The Consultant shall comply with the City's Information Security Policy for Service Providers (in which the Consultant is referred to as a "Service Provider"), which is hereby incorporated into this NDA and which is viewable at <http://www.nyc.gov/html/doitt/downloads/pdf/service_provider_policy.pdf>. The Consultant shall also comply with the User Responsibilities Policy, which is hereby incorporated into this NDA and which is viewable at <http://www.nyc.gov/html/doitt/downloads/pdf/user_responsibilities.pdf> (both policies together with the Personal Use Policy, the "Policies"). The City reserves the right to revise and otherwise change the Policies at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated. The Consultant should periodically visit the pages on which the Policies are located to ensure s/he is up-to-date with its terms.

It is understood and agreed that money damages alone would not constitute a sufficient remedy for any breach of this NDA by the Consultant and that the City shall be entitled to specific performance and injunctive relief. Such remedies shall not be deemed to be the exclusive remedies available to the City for a breach of this NDA by the Consultant, but shall be in addition to other remedies available to the City at law or in equity. This section shall survive expiration of this NDA.

Only the City may terminate this NDA.

This NDA embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements and agreements, whether oral or written. This NDA shall be governed by the laws of the State of New York without regard to its conflict-of-laws principles.

The Consultant agrees to adhere to the above confidentiality provisions:

Print Consultant Name: _____

Consultant Signature: _____ Date: _____