

CONFIDENTIALITY AGREEMENT

_____, a _____ corporation, (“RECEIVING PARTY”) is providing on-call electrical engineering, controls, and integration services for the White River Lake Tapps Reservoir Project and other properties owned by Cascade Water Alliance, a municipal corporation (“CASCADE”), pursuant to CASCADE Contract No. _____ (“CONTRACT”). As a material term of the CONTRACT, RECEIVING PARTY agrees to abide by the following terms of this Confidentiality Agreement (“AGREEMENT”) as set forth below:

1. Disclosure

After execution of this AGREEMENT, CASCADE may disclose to RECEIVING PARTY, certain confidential information, data, know-how, materials, designs, plans or the like, including information relating to security exempt from public disclosure under RCW 42.56.420 in performing the Scope of Services pursuant to the CONTRACT.

2. Forms of Disclosure

Materials and information, which are provided by CASCADE orally or in writing and disclosures of other confidential information, are herewith collectively referred to as “Information” and made subject to the provision hereof.

3. Confidentiality

The RECEIVING PARTY shall, in accordance with the terms hereof, maintain in confidence and not use, except as contemplated herein, any Information provided by CASCADE or its agents. In this regard, the RECEIVING PARTY shall disclose the Information only to its officers and employees who are directly concerned with the evaluation of the Information for the purpose noted above. The RECEIVING PARTY shall advise such persons of the confidential nature of the Information and shall take the same precautions to prevent the unauthorized disclosure of the Information as it takes regarding its own information of similar importance.

4. Exceptions to Restrictions:

Restrictions regarding use and confidentiality shall not exist as to Information which:

- a) is already in the possession of the RECEIVING PARTY at the time of its receipt from CASCADE provided that the RECEIVING PARTY gives notice to CASCADE of such possession and provides evidence to support that fact.
- b) is or becomes public or available to the general public or enters the public domain by publication or the like through no fault of the RECEIVING PARTY.

5. Return of Materials

Upon request from CASCADE, and in no event later than fifteen (15) days after any request from CASCADE, RECEIVING PARTY shall return such Information and shall not retain any copies, summaries or notes thereof, except as may be required by applicable law.

6. No Grant of Rights

No right or license is hereby granted to RECEIVING PARTY to any confidential information or other intellectual property of CASCADE. Disclosure of Information hereunder shall not result in any obligation to grant to RECEIVING PARTY any rights in or to the property of CASCADE.

7. Entire Agreement; Amendments

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject hereof. No modification shall be effective unless made in writing and signed by a duly authorized representative of each party.

8. Governing Law

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Washington. The parties hereby submit to the jurisdiction of the courts of Washington, both state and federal.

I agree to and am authorized to accept the terms of this AGREEMENT on behalf of RECEIVING PARTY:

[CONSULTANT]:

(signature)

(printed name)

(title)

(date)