

CONFIDENTIALITY AND NONDISCLOSURE POLICY

The City of Charlottesville's Office of Economic Development ("OED") has as part of its mission to assist businesses, companies, and organizations in the City of Charlottesville or those considering the expansion or location of facilities in the City.

1. **Confidentiality.** The Term "Confidential Information" shall mean all confidential and proprietary information or data furnished by the Company to OED. The Company shall designate any Confidential Information as "confidential," "proprietary," or "Confidential Information" in order to effectuate the terms of this Agreement and the protections afforded hereunder, which designation may be accomplished in writing or orally, and may be made by class of documents or information. The Company hereby designates as Confidential Information any information or data regarding its technology, customers, business plans, promotional and marketing activities, finances, and other business affairs. OED agrees not to disclose any Confidential Information except as may be required by applicable law and except as specifically permitted below.
2. **Permitted Disclosure.** OED may disclose the information to third parties as permitted by the Company by written permission in order to obtain further information necessary to the process of business location or expansion.
3. **Mandatory Disclosure.** In the event that OED or its respective directors, employees, consultants, or agents are requested or required by applicable law to disclose any of the Confidential Information of the Company, OED shall give prompt advance notice so that the Company may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, OED shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.
4. **Return of Confidential Information.** Upon the request of the Company, OED agrees to immediately return to the Company, or destroy, all tangible materials concerning Confidential Information, including but not limited to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such material was made or compiled by OED or furnished by the Company, subject to the provisions of the Virginia Public Records Act and other applicable law.
5. **Litigation.** In the event of litigation by a third party over the nondisclosure of Confidential Information, Company agrees to cooperate fully with OED and the City Attorney in resolving and/or defending such actions.
6. **Equitable Remedies.** OED acknowledges that a breach or threatened breach of any of the foregoing provisions could cause the Company irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that the Company shall be entitled to seek all available legal or equitable remedies.
7. **Survival of Obligations.** The obligations of OED under this Agreement shall survive the termination of any cooperative work or arrangement between OED and the Company whether or not the Company decides to expand or relocate facilities in the City and shall terminate on the fifth anniversary of the date noted below.
8. **Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, including the Virginia Freedom of Information Act and the Virginia Public Records Act.