

NON-DISCLOSURE AGREEMENT
Between
U.S. Department of the Treasury, Bureau of the Fiscal Service,
and

WHEREAS, the U.S. Department of the Treasury, Bureau of the Fiscal Service (“Fiscal Service”) is currently soliciting proposals from commercial banks for the Centralized Receivables Service (CRS), as well as the day-to-day operations of the CRS Program;

WHEREAS, (“Bank”) has expressed a prospective interest to Fiscal Service in participating in the CRS Financial Agent Selection Process (“FASP”), and Fiscal Service deems it to be in the Government’s best interest to facilitate receipt of a proposal from Bank in connection with the CRS FASP, because increased competition enhances the probability of Fiscal Service selecting an agent whose proposal best meets the Government’s needs;

WHEREAS, Bank may, in order to most effectively participate in CRS FASP require, at the sole discretion of Fiscal Service, access to certain Confidential Information of Fiscal Service for use in connection with the preparation of its proposals;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Fiscal Service and Bank hereby enter into this Non-Disclosure Agreement (“Agreement”), subject to the following terms and conditions:

- 1) **Confidential Information.** Fiscal Service may, in its sole discretion, disclose to Bank the following documents and information about the Fiscal Service CRS applications, which constitute Confidential Information: data or methods, documentation such as use cases, screen prints, details of interfaces, application architecture, security, operating procedures, authentication and authorization approaches for CRS, and any other Sensitive But Unclassified (“SBU”) or Confidential information deemed necessary to disclose during the FASP.
- 2) **No Representation as to Future Work.** Bank expressly acknowledges that it may not be selected as the financial agent pursuant to the CRS FASP, and that any costs or expenses incurred by it in preparing a proposal shall be borne solely by Bank and are not reimbursable. The execution of this NDA does not guarantee or imply that any such work will be awarded. In addition, the requirements as outlined in the Notice to Financial Institutions, Financial Agent Selection Process for CRS remain subject to change, including cancellation without notice or cause, at any time.

- 3) **Duty of Confidentiality and Standard of Care.** No right, title, license, or other interest in the Confidential Information is hereby conveyed to Bank. Bank is authorized to review and use the Confidential Information for the limited purpose of developing its proposal in connection with the CRS FASP. Bank shall limit access to the Confidential Information to it and its present or prospective directors, officers, employees, agents, consultants, or advisors (collectively, “Representatives”) with a need-to-know such information for the purpose of preparing its proposal for the CRS FASP. Bank and its Representatives shall not use the Confidential Information for any other purpose. This includes, but is not limited to, the use of any ideas, concepts, design and processes embodied in any Confidential Information (including but not limited to source code) provided or developing any derivative works of such Confidential Information for processing transactions for any other entity except the US Treasury. Bank agrees to take all reasonable and necessary steps to protect the confidential status of the information disclosed, and agrees to use its best efforts to regain any information that has been inadvertently transmitted to a third party. Bank shall notify all employees, subsidiaries, affiliates, and Representatives to whom any of the Confidential Information is communicated or disclosed of the terms of this Agreement, and in advance of disclosure of the Confidential Information shall enter into nondisclosure agreements with such parties containing terms and conditions substantially similar to those contained herein
- 4) **No Warranties as to Accuracy and Completeness.** Fiscal Service makes no representation, warranty, assurance, guarantee or inducement to Bank with respect to the Confidential Information’s validity, merchantability, accuracy or completeness, or to the infringement of trademarks, patents, copyrights or any other right of privacy, or other rights of third persons. Bank further agrees that Fiscal Service shall have no liability to Bank or to any of its Representatives relating to or resulting from the use of the Confidential Information by Bank or its Representatives.
- 5) **Equitable Relief.** Bank agrees that a breach of this Agreement would cause immediate and irreparable injury to Fiscal Service, and that money damages would not be a sufficient remedy for breach of the confidentiality obligations of this Agreement. Accordingly, Fiscal Service shall be entitled to specific performance and/or injunctive relief as a remedy for any breach of the confidentiality obligations of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach by Bank or its Representatives of this Agreement, but shall be in addition to all other remedies available at law or equity.
- 6) **Return and Destruction.** Bank shall return hard copies of the Confidential Information and shall certify in writing as to the destruction of any electronic files of the Confidential Information (including without limitation all notes, extracts, studies, compilations, memoranda and other documents containing such

- information) to Fiscal Service within five working days of notice of non-selection in the event that Bank is not selected to perform any work pursuant to the CRS FASP.
- 7) **Termination.** This Agreement shall terminate five (5) years from the effective date hereof. Any earlier termination of this Agreement shall not relieve Bank, its employees, contractors, and representatives of their obligations hereunder regarding the protection and use of Confidential Information set forth in Paragraph 3 above.
 - 8) **Jurisdiction.** This United States District Court of the District of Columbia shall have exclusive jurisdiction and be the appropriate venue with respect to any matter relating or pertaining to this Agreement.
 - 9) **Assignment.** This Agreement may not be assigned or otherwise transferred by Bank, in whole or in part, without the express prior written consent of Fiscal Service, which consent shall not unreasonably be withheld. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.
 - 10) **Paragraph Titles.** The paragraph titles contained herein shall not be deemed to be substantive, and shall not be interpreted as to limit or restrict the rights and obligations of the parties as provided herein.
 - 11) **Severability and Construction.** In the event that one or more of the provisions of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such finding shall have no effect on the remaining provisions. If any provision is found too broad to be effective, that provision shall be limited to the minimum extent necessary and enforced to the maximum extent possible. This Agreement is a product of negotiation between the parties and expresses the mutual intent of the parties. This Agreement shall not be construed against either of the parties based on drafting.
 - 12) **Merger.** This represents the entire Agreement of the parties concerning the exchange of the Confidential Information, and supersedes any and all prior written or oral agreements thereon. It shall not be amended or modified except by subsequent agreement in writing and signed by the duly authorized representatives of the parties.
 - 13) **Electronic Signatures.** Electronic signatures may be used in the execution of this Agreement, which, if used, shall be considered binding original signatures.

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IN WITNESS WHEREOF, the undersigned represent that they are authorized to bind their respective organizations to the terms of this Agreement, and hereby do so.

John Rogers
Program Manager, Centralized Receivables Service
Bureau of the Fiscal Service
U.S. Department of the Treasury

Date

Date

Its: _____