

U.S. and La. v. City of Baton Rouge and Parish of East Baton Rouge (M.D. La.)
For settlement purposes—Subject to Federal Rule of Evidence 408

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”), dated as of _____ (the “Effective Date”) governs the disclosure of information to _____ an Employees/Contractors (“Employee/Contractor”), of the City of Baton Rouge/Parish of East Baton Rouge (“City-Parish”). Said information is being disseminated for the purpose of settlement negotiations between the City of Baton Rouge/Parish of East Baton Rouge and the U.S. Department of Justice, the U.S. Environmental Protection Agency, and the Louisiana Department of Environmental Quality and is privileged, confidential work-product.

- 1. Confidential Information.** As used herein, “Confidential Information” shall mean all technical and non-technical information that City-Parish provides to or exposes Employee/Contractor to, whether in graphic, electronic, written or oral form, and including any information, as well as any ideas, suggestions, discussions, and research related to said negotiations.
- 2. Non-Disclosure.** Employee/Contractor agrees that at all times and notwithstanding termination or expiration of this Agreement or termination or expiration of Employment or Contract Services, Employee/Contractor will hold in strict confidence and not disclose to any party outside of the negotiations process any Confidential Information except as approved in writing in advance by City-Parish. Employee/Contractor will only permit access to Confidential Information to those of its employees or authorized representatives having gained the permission of the Office of the Parish Attorney, City-Parish. Once permission is granted, Employee/Contractor will only permit access to Confidential Information to employees or authorized representatives who have signed this Agreement, in their own right.
- 3. Notice of Disclosure.** Recipient shall immediately notify City/Parish, Office of the Parish Attorney, upon discovery of any loss or unauthorized disclosure or access of the Confidential Information.
- 4. Use of Confidential Information.** Recipient shall not make, have made, use or sell for any purpose any Confidential Information. Confidential Information is solely used for the purposes of settlement negotiations.
- 5. No Reproduction.** Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the City-Parish.

- 6. Term.** This Agreement shall terminate three (3) years after settlement negotiations have been completed and agreed to or, should the negotiations prove unsuccessful, three (3) years after the issuance of a non-appealable decision of the court pertaining to the storm water suit *U.S. and La. v. City of Baton Rouge and Parish of East Baton Rouge*.
- 7. Amendment.** Any term of this Agreement may be amended or waived ONLY with the written consent of the City-Parish.
- 8. Sole Agreement.** This Agreement sets forth the complete, exclusive, and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, whether written or oral.
- 9. Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by email (upon customary confirmation of receipt).
- 10. Choice of Law.** The validity, interpretation, construction and, performance of this Agreement shall be governed by the laws of the State of Louisiana, without giving effect to the principles of conflict of laws.
- 11. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the balance of the Agreement shall be interpreted as if such provision were so excluded and the balance of the Agreement enforceable according to the remaining terms.

In Witness Whereof, the Employee/Contract agrees to this Non-Disclosure Agreement, as evidenced by execution below, put into force as of the Effective Date.

SIGNATURE: _____

PRINT NAME: _____

TITLE/COMPANY: _____

DATE: _____