

NON-DISCLOSURE AGREEMENT

This agreement is made on this _____ day of _____, 2009, by and between _____, _____ (CITY), Ohio _____ ("Bidder") and THE CLEVELAND MUNICIPAL SCHOOL DISTRICT ("District"), 1380 East Sixth Street, Cleveland, Ohio 44114 (the "District"), hereby agree for their mutual benefit as follows:

CONFIDENTIALITY/OWNERSHIP. The Bidder agrees that all equipment performance and repair history, financial, statistical or proprietary information provided by the District or made available by CISCO or any of its affiliates upon District authorization or any information that the Bidder may acquire, directly or indirectly, if any, which relates to the District which is not also available in the public domain will be kept confidential and will not be used by or released to any third party or parties without the prior written consent of the District.

The Bidder further agrees that any written material, (e.g., report, study, etc.), developed for the District by CISCO or any of its affiliates shall be property of the District, and the District shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished to the Bidder under the terms of this Agreement, and that any such materials will be considered a "work-for-hire."

Disclosure Restrictions. All information of the District ("Disclosing Party") or information provided by CISCO or any of its affiliates related to the District in the possession of the other ("Receiving Party"), now or in the future, whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. The Disclosing Party's information shall not be used or disclosed by the Receiving Party for any purpose except as necessary to implement or perform this Agreement and to submit a bid to the District.

The Receiving Party shall limit its use of and access to the Disclosing Party's information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's information, of the confidential nature of the information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees or any other Person who obtains access to or possession of any of the Disclosing Party's information from or through the Receiving Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them or their authorized representatives as of the day and year first above written.

**CLEVELAND MUNICIPAL SCHOOL
DISTRICT**

BY: _____
Bidder

BY: _____

TITLE: Bidder

TITLE:

DATE: _____