

## MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement ("Agreement"), effective as of the date of the last signature affixed below ("Effective Date"), is by and between Policing Equity, Inc. ("PE"), the City of Ithaca ("City"), and Tompkins County in the State of New York ("County") (collectively, the "Parties").

**WHEREAS**, the Parties wish to review, exchange, and/or collect certain Confidential Information pertaining to PE's work with City and County on the Reimagine Public Safety project, alternatively referred to as the Public Safety Redesign project, including community input data obtained in interviews and Working Group discussions, as well as information and data relating to policing practices, for the purpose of exploring, analyzing, and synthesizing data into meaningful ways that inform, educate, and guide future policy development (the "Purpose"). This exchange includes communication of information between the Parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above;

**WHEREAS**, City, County, and/or PE intend to disclose certain Confidential Information related to the Purpose and the Parties wish to exchange the information solely for the Purpose and each Party may disclose to the other certain information that it believes to be proprietary and confidential; and

**WHEREAS**, the Parties intend to collect certain Confidential Information from community stakeholders ("Working Group Members") during Working Group discussions;

**NOW THEREFORE**, in order to protect such Confidential Information from unauthorized disclosure or use, each Party hereby is willing to disclose (as the "Disclosing Party") and receive Confidential Information (as the "Receiving Party") on the terms and conditions set forth herein:

- Confidential Information.** As used herein, "Confidential Information" is defined as any and all information furnished by the Disclosing Party to the Receiving Party for the Purpose, and which is either (a) disclosed in a written document expressly marked with a confidential or proprietary legend at the time of disclosure, or (b) if disclosed in any other manner, expressly identified as confidential or proprietary at the time of disclosure to the Receiving Party. Confidential Information shall include but is not limited to (1) System-level Data which includes 911, 211, Flex/CAD, TraCS, budget and financial documents, policies/standard operating procedures, training records and staffing information. System-level Data may also include the following types of information, but only in the form of anonymized statistical summaries that, in the judgment of the Disclosing Party, will not compromise necessary confidentiality such as: use of force reporting, internal affairs, and staffing information including employee demographics and hiring and retention records; and (2) Community Input Data which includes town halls, community voices meetings, focus groups, individual interviews, and surveys, and any other information disclosed by individual Working Group Members who participate in Working Group discussions.
- Obligation of Confidentiality.** The Receiving Party agrees that it shall maintain the Confidential Information in strict confidence and not publish or disclose to any third Parties any of the Confidential Information without the prior written consent of the Disclosing Party. Each Party agrees to use at least the same degree of care, but in no event less than reasonable care, to avoid unauthorized disclosure and unauthorized use of such Confidential Information as it employs to protect to its own confidential information. The Receiving Party agrees to restrict disclosure of the Confidential Information of the Disclosing Party solely to its directors, officers, employees, representatives, consultants, and advisors ("Representatives") who have a need to know for the Purpose of the Agreement and who are bound by confidentiality obligations, and to advise each such Representative, before he or she receives access to the Confidential Information, of the obligations of the Receiving Party under this Agreement, and require each

such Representative to maintain those obligations. The Parties may, at its sole discretion, elect to require its Representatives to execute the Declaration Regarding Mutual Non-Disclosure and Confidentiality Agreement, attached hereto as Exhibit A. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

3. **Ownership and Use.** The Confidential Information and all intellectual property rights in or arising from such Confidential Information shall remain the sole property of Disclosing Party. Each Party agrees to use the Confidential Information only for the Purpose, and shall not otherwise use or allow to be used, any Confidential Information, or derivative(s) arising from use of the Confidential Information, for its own benefit or the benefit of others. Receiving Party shall not misappropriate, disassemble or reverse engineer in any manner, any portion of the Confidential Information.

4. **Exceptions.** This Agreement imposes no obligation on Receiving Party with respect to any portion of such information which: (a) the Receiving Party can demonstrate was lawfully in its possession prior to disclosure by Disclosing Party, as evidenced by written documents in its files; (b) is or was lawfully obtained by Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, from a third Party under no obligation of confidentiality to the Disclosing Party; (c) is or becomes part of the public domain other than through a breach of this Agreement; (d) the Receiving Party can demonstrate was independently developed or discovered by Receiving Party without reliance of the Confidential Information, as proven by written records; or (e) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order.

5. **Freedom of Information Law.** The Parties to this Agreement acknowledge that the City and County are subject to the State of New York's Freedom of Information Law ("FOIL"), Article 6 (Sections 84-90) of the NYS Public Officers Law. The City and County will not give prior notice of receipt of a request under FOIL for any record that has been provided to it by PE, nor of any record disclosed pursuant to the FOIL. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City and County's rights, obligations, and exceptions under the Freedom of Information Law, nor will the City and County be held liable for any disclosure of records, including information that City and County determines in its sole discretion is a public record subject to disclosure under FOIL.

6. **Return and Destruction of Information.** Upon the conclusion of the Purpose, or earlier and within thirty (30) days following request of Disclosing Party, the Receiving Party shall return to Disclosing Party all originals, copies and summaries of data, documentation, notes, diagrams, computer memory media, materials, and other tangible manifestations containing any portion of the Confidential Information, or in the alternative at the request of the Disclosing Party, confirm in writing the immediate destruction of all such materials within thirty (30) days of its occurrence. The Receiving Party may not keep or maintain any of the Confidential Information, specifically including archival copies, in any form whatsoever.

7. **No License.** Other than expressly specified herein, the Disclosing Party grants no option, license, or conveyance of any rights to the Receiving Party under any copyrights, patents, trademarks, trade secrets, mask work protection right, or any other intellectual property right, or personal property right to use or reproduce Disclosing Party's Confidential Information. None of the Confidential Information shall constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party of any kind, and, in particular, with respect to the non- infringement of any intellectual property rights, or other rights of third Parties or of Disclosing Party.

8. **No Implied Obligations or Agency.** Disclosing Party does not make any representations or warranties, whether written or oral, statutory, express or implied with respect to the Confidential Information, including without limitation, any warranty of merchantability or of fitness for a particular

purpose. Disclosing Party shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the Confidential Information by the Receiving Party. Neither Party is authorized to act for or on behalf of the other Party under this Agreement.

9. **Term.** This Agreement is binding upon the Parties and upon the Representatives of each. This Agreement shall become effective on the day it has been duly signed by the Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed prior to the Effective Date, including in connection with discussions and negotiations regarding the Purpose. This Agreement shall remain in effect for a period of three (3) years from the Effective Date, except that the Receiving Party's obligations of non-disclosure and nonuse of the Confidential Information shall survive the expiration of this Agreement for a period of five (5) years. The obligation of the Receiving Party to return Confidential Information shall survive until fulfilled.

10. **Remedies.** The Parties acknowledge that any violation or threat of violation hereof may result in irreparable harm to Disclosing Party for which damages may not be an adequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, the Disclosing Party shall be entitled to equitable relief, including both temporary and permanent injunctions, to prevent any unauthorized use or disclosure, and to such other and further equitable relief as the court may deem proper under the circumstances. In the event that the Disclosing Party seeks an injunction hereunder, the Receiving Party hereby waives any requirement for the posting of a bond or any other security. The Receiving Party shall not raise as a defense to any proceeding for such specific performance or injunctive relief that the Disclosing Party has an adequate remedy at law.

11. **Governing Law.** The validity, construction, and performance of this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, without regard to the choice of laws provisions thereof, and suit may be brought in New York to enforce the terms of this Agreement.

12. **No Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of that Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion unless explicitly so stated in such writing.

13. **Illegal, Invalid or Unenforceable Provisions.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. **Miscellaneous.** The terms and conditions herein constitute the entire understanding of the Parties and supersede all prior communications, negotiations, arrangements and agreements between the Parties, either oral or written, with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized representatives. This agreement shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and legal representatives and assigns of the Parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. A facsimile copy of a signed counterpart shall be treated the same as a signed original. The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred.

15. Any notice given pursuant to the terms and provisions hereof will be in writing and be to the address hereunder:

If to PE:  
Policing Equity  
1925 Century Park East, Suite 1700  
Los Angeles, CA 90095  
ATTN: Summer Robins

If to CITY:  
Acting Mayor Laura Lewis  
City of Ithaca  
108 E. Green Street  
Ithaca, NY 14850

If to COUNTY:  
Lisa Holmes  
County of Tompkins  
125 E. Court Street  
Ithaca, NY 14850

16. **Authority.** The Parties, represent and warrant that the person executing this Agreement, on behalf of each Party, has the right to execute this Agreement and that such person binds that Party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date set forth below:

**POLICING EQUITY, INC.**

DocuSigned by:  
By: Betsabe Castro  
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Name: Betsabe Castro  
Title: SVP, Finance and Operations  
Date: 3/8/2022

**CITY OF ITHACA**

By: Laura Lewis  
Name: Laura Lewis  
Title: Acting Mayor  
Date: 3/1/22

**COUNTY OF TOMPKINS**

By: Lisa A. Holmes  
Name: Lisa A. Holmes  
Title: Interim County Administrator  
Date: 3/2/22

**EXHIBIT A**

**Declaration Regarding Mutual Non-Disclosure and Confidentiality Agreement**

I, \_\_\_\_\_, declare as follows:

1. I currently am employed by City of Ithaca (Organization)  
located at 108 E Green St (Address)  
as Acting Mayor (Title).

2. I have received and carefully read the Mutual Non-Disclosure and Confidentiality Agreement ("the Agreement") by and between Policing Equity, Inc. d/b/a Center for Policing Equity, the City of Ithaca, and Tompkins County in the State of New York, and understand its provisions. Specifically, I understand that I am obligated under the Agreement to hold in confidence and not to disclose the contents of any Confidential Information, as that term is defined in the Agreement, to anyone other than those persons identified in the Agreement. I further understand that I must abide by all of the provisions of the Agreement.

3. I understand that if I violate the provisions of the Mutual Non-Disclosure and Confidentiality Agreement or the Agreement, I may be subject to remedies and/or penalties that may be imposed by a court of law, and I hereby agree to submit to the jurisdiction of the courts of the State of New York for the purposes of enforcing this Declaration or the Agreement.

I declare under penalty of perjury under the laws of the United States and the State of New York that the foregoing is true and correct.

Executed by:

Signature: Laura Lewis

Name: Laura Lewis

Date: 3/1/22

CONFIDENTIAL

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