

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement is entered into as of the _____ day of _____, 20____, between the Village of Rantoul and _____, and sets forth each party's obligations of confidentiality regarding information that each party may disclose in connection with providing documents pursuant to the Enhanced Access to Public Records Policy ("Purpose").

1. "Confidential Information" means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is designated as "Confidential," "Proprietary," or some similar designation.

2. Non-Use and Non-Disclosure. Each party will use the other party's Confidential Information solely in connection with the Purpose. Each party will not disclose the other party's Confidential Information to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to participate in the Purpose. A party may disclose the other party's Confidential Information if required by law so long as the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party under this Agreement.

3. Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure

and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party's Confidential Information to its employees, will have such employees sign a non-use and non-disclosure agreement that is substantially similar in content to this Agreement. Neither party will make any copies of the other party's Confidential Information unless approved in writing by the other party. Each party will reproduce the other party's proprietary rights notices on any approved copies.

4. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION.

5. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof will be and remain the property of the disclosing party. Upon the other party's request, the receiving party will promptly deliver to Company all Confidential Information, without retaining

any copies.

6. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other party, nor will this Agreement grant any party any rights in or to the Confidential Information of the other party, except as expressly set forth in this Agreement.

7. Term. The obligations of each receiving party under this Agreement will survive until such time as all Confidential Information of the other party becomes publicly known and made generally available through no action or inaction of the receiving party.

8. Remedies. Each party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

9. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the State of Illinois, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may

not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

Signature:

Name: _____

Title: _____

Date: _____

VILLAGE OF RANTOUL

Signature:

Name:

Title:

Date: