



## ATTACHMENT A CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I \_\_\_\_\_, in my personal capacity and in representation of (Proposer) \_\_\_\_\_, of legal age, (civil status) \_\_\_\_\_, and resident of \_\_\_\_\_, acknowledge that I have access to confidential information of the Puerto Rico State Elections Commission (henceforth, CEE) as part of the bidding process for acquiring the scanning system, therefore I hereby state:

- 1) That the undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors, and any person acting on behalf of the Proposer, acknowledge and accept that all information transmitted, delivered, or disclosed CEE from the date when this Agreement is signed shall be treated as Confidential Information. "Confidential Information" shall be understood to mean any technical information, documents, recordings, photographs, materials, demonstrations, presentations, discussions, clarifications, designs, technical requirements or specifications, information, methods, policies and practices, data, formulas, drawings, software systems or programs, statistics, programs, or plans, provided orally, in writing, visually, electronically, or by any other means by the CEE and not published by it, as part of the bidding process.
- 2) The undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors, and any person acting on behalf of the Proposer, acknowledge and accept that the Confidential Information is the exclusive property of the CEE, and therefore agree to refrain from using, disseminating, disclosing, publishing, revealing, or transmitting such information in any way, whether for their own benefit, the benefit of the Proposer, or of third parties.
- 3) That the undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors and any person acting on behalf of the Proposer, agree to maintain and keep secret all Confidential Information and to use it solely and exclusively to perform the functions inherent to the bidding process.
- 4) That the undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors and any person acting on behalf of the Proposer, shall take all necessary measures to ensure that the Confidential Information is not disseminated, disclosed, published, revealed or transmitted, or in any other way made public.
- 5) The undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors, and any person acting on behalf of the Proposer, agree not to discuss or comment on the confidential information with third parties outside of the bidding process, nor use it for purposes other than the preparation and submission of the requested proposal.
- 6) The undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors, and any person acting on behalf of the Proposer, agree that it is strictly prohibited to record, register, reproduce, or store, by any means, including but not limited to audio, video, photographs, screenshots, transcripts, digital recordings, or any similar technology, the meetings, presentations, demonstrations, discussions, or exchanges of information related to the bidding process, except with the prior and express written authorization of the CEE.
- 7) The undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors, and any person acting on behalf of the Proposer, agree that the confidentiality, non-disclosure, non-discussion, and recording prohibition obligations set forth herein are effective from the Proposer's first

access to the confidential information and shall remain in effect regardless of: (1) the award or non-award of the bidding process; (2) the cancellation of the RFP; (3) the Proposer's withdrawal from the process; or (4) the termination of the bidding process for any reason.

- 8) The undersigned, the Proposer, its representatives, officers, employees, contractors, subcontractors, advisors, and any person acting on behalf of the Proposer, agree that failure to comply with this Agreement may result in the Proposer's immediate disqualification, as well as any other administrative or legal action that the CEE deems appropriate under applicable law. The Proposer's disclosure or use of information in violation of this Agreement will be considered grounds for liability for damages.

IN WITNESS WHEREOF, I sign this agreement in \_\_\_\_\_,  
\_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of the Proposer's Representative