



ATTACHMENT H: Nondisclosure Agreement

ASRS Group Dental Services
Solicitation Code: BPM001922
PART 2 of 2 - Attachments (Response Forms)

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ARIZONA STATE
RETIREMENT SYSTEM
3300 N Central Ave
14th Floor
Phoenix, AZ 85012

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "NDA") is entered into this 3rd day of December, 2019 by and between Delta Dental of Arizona, with its principal offices at 5656 W Talavi Blvd Glendale AZ 85306 ("Receiving Party"), and the Arizona State Retirement System, located at 3300 North Central Avenue, Phoenix, Arizona ("Disclosing Party"), for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

1. Definition of Confidential Information. For purposes of this NDA, "Confidential Information" shall include all information or material that is proprietary to the Disclosing Party, which is not generally known other than by the Disclosing Party. Confidential Information includes but is not limited to security infrastructure and capabilities, risk assessment information, security assessment information, and penetration testing information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) disclosed by Receiving Party with Disclosing Party's prior written approval; (e) disclosed by Receiving Party pursuant to the lawful requirement of a court or government agency or where required by operation of law; and (f) any other information that both parties agree in writing is not confidential.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in confidence. Receiving Party shall restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Receiving Party shall immediately destroy any of the Confidential Information (or the reasonably non-recoverable data erasure of computerized data) upon termination of this NDA and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction.

4. Time Periods. Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as proprietary, until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, or for one (1) year from the date first above written, whichever occurs first.



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5. Relationships. Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to effect the intent of the parties.

7. Integration. This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Authorization. This NDA and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this NDA through its authorized representative as of the date first above written.

Receiving Party:

Delta Dental of Arizona

Signature

Printed Name

Brad Clothier

Executive Vice President Business Development
Title

Disclosing Party:

ASRS Signature

Martha N. Rozen

Printed Name

Chief of Administrative Services, Chief Procurement Officer

Title