**SM-0391 Sanitary Sewer**

**Engineering Services Solicitation**

**CONSULTANT CONFIDENTIALITY AGREEMENT**

 This Confidentiality Agreement is made as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter “the Consultant”) in connection with the referenced Engineering Services Solicitation.

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree that I will not disclose, either in whole or in part, to any entity or person internal or external to The City of Oklahoma City (City) or the Oklahoma City Water Utilities Trust (OCWUT), less and except to the General Manager of OCWUT or the designated Oklahoma City Project Manager or as expressly directed by the General Manager or the designated Oklahoma City Project Manager, any information or data provided by or to the City or OCWUT regarding this Engineering Services Solicitation, including but not limited to its parameters, goals, findings, recommendations, or the nature or potential consequences therefrom without first obtaining the written permission of the General Manager or the designated Oklahoma City Project Manager. If I receive an Open Records request or if I am subpoenaed to testify or produce documents, which could result in such disclosure, I will provide immediate advance notification to the assigned OCWUT Project Manager who in turn will notify the General Manager and the Municipal Counselor’s Office so that the City and OCWUT may authorize such disclosure or have the opportunity to take the appropriate action.

 I understand this Confidentiality Agreement shall be effective from the date of signature and shall extend in perpetuity until directed otherwise in writing by the General Manager or the designated OCWUT Project Manager, whether or not I continue my employment with the Consultant or am otherwise engaged with the City or OCWUT. I understand that failure to maintain confidentiality shall subject the Consultant to disqualification from the engineering services solicitation process and shall subject any executed contract for services with the Consultant resulting from the solicitation to immediate termination. In addition, I acknowledge and agree that I will be responsible to OCWUT and the City for any injuries, damages, losses, costs, and expenses directly or indirectly resulting from any release or disclosure other than as expressly directed as set forth in this Confidentiality Agreement.

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Signature of Consultant’s Employee Print or Type Consultant’ Employee’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Consultant’s Authorized Agent Print or Type Consultant’s Agent’s Name

**WITNESS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness Signature Print or Type Witness Name