

DIVISION OF PENSIONS AND BENEFITS

Confidentiality/Non-Disclosure Agreement

***Pertaining to the Bid Solicitation for T3093 - State Health Benefits Program
and School Employees Health Benefits Program Plans – Medicare Advantage
Plans***

This Agreement is made and entered into effective _____, 202X, between _____ (**Bidder**), whose office is located at _____ and the Division of Pensions and Benefits (**The Division**), the administrator of the New Jersey State Health Benefits Program and the New Jersey School Employees' Health Benefits Program, whose offices are located at 50 West State Street, Trenton, New Jersey 08625.

WHEREAS, all parties, for their mutual benefit, are desirous of having the Division disclose to (**Bidder**) certain records and information or other business and/or technical information (collectively referred to herein as the "INFORMATION") related to the administration of the New Jersey State Health Benefits Program (SHBP) and the New Jersey School Employees' Health Benefits Program (SEHBP).

WHEREAS, (**Bidder**) shall use the INFORMATION only for the purposes of responding to the above mentioned Bid Solicitation for the provision of services for the SHBP/SEHBP.

WHEREAS, the INFORMATION is proprietary to the Division; and **WHEREAS**,

(**Bidder**) agrees that the INFORMATION shall be kept confidential.

NOW, THEREFORE, in consideration of the mutual promises made herein, (**Bidder**) and the Division agree as follows:

1. (**Bidder**) shall hold such INFORMATION in confidence and shall use such INFORMATION only for assisting in preparation of the Bid Solicitation.
2. (**Bidder**) shall reproduce such INFORMATION only to the extent necessary for the purpose of assisting in the preparation of the Bid Solicitation and shall not disclose any such INFORMATION to any third party without prior written approval from the Division.
3. (**Bidder**) shall not use such INFORMATION or results thereof for any purpose other than for the purpose of assisting in the preparation of the Bid Solicitation.
4. The use or disclosure of INFORMATION shall not be prohibited by this Agreement in the following circumstances:
 - (a) The INFORMATION has become generally available to the general public without breach of this Agreement by (**Bidder**);
 - (b) The INFORMATION, which at the time of the disclosure to (**Bidder**) was known to (**Bidder**) free and clear of restriction and evidenced by documentation in (**Bidder's**) possession at the time of such disclosure; or

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- (c) The Division agrees in writing that the INFORMATION is free of the restriction as set forth in this Agreement.
5. **(Bidder)** agrees to hold the Division and their representatives, and agents harmless from any and all claims (including claims for attorneys' fees and costs), charges, actions, causes of action, demands, settlements, judgments, costs, penalties, expenses, damages, and liabilities of any kind or character, in law or equity, suspected or unsuspected, past or present, arising from or in connection with (Bidder's) breach of any provision(s) of this Agreement.
6. All INFORMATION shall remain the property of the Division.
7. This Agreement shall be governed by the laws of the State of New Jersey without regard to the conflict of laws principles thereof. All parties agree to comply with all applicable federal, state, and local laws regarding the divulgence of health care information.
8. All obligations undertaken herein to keep confidential the INFORMATION shall continue in effect until such time as the Division no longer believes that the INFORMATION is proprietary.
9. This Agreement may be executed in counterparts and shall bind each party at the time of their execution of the Agreement.
10. This is the complete Agreement between the parties regarding the treatment of any INFORMATION exchanged between them.

IN WITNESS WHEREOF, each of the parties cause this Agreement to be executed by a duly-authorized representative.

Division of Pensions and Benefits

_____, 202X by: _____
(date) Name: _____

(Bidder)

_____, 201X by: _____
(date) Name: _____