

## **GFDA CLIENT SERVICES CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

*Approved 12/23/24*

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the \_\_\_\_\_ (“Company”) and the Great Falls Development Authority, Inc. DBA Great Falls Development Alliance (“GFDA”), in the collective, the “Parties.”

- GFDA is a non-profit economic development organization that provides services on behalf of numerous federal, state, and local agencies. In order to provide the most comprehensive service, Company gives GFDA permission to discuss the Company’s project internally with GFDA Employees.
- GFDA agrees to gain permission from the Company to speak with external parties regarding the company including partners, the general public, and the media.
- GFDA shares client success stories through social and traditional media. GFDA agrees to gain permission from the Company prior to sharing their success story.

GFDA has requested and/or may request verbal and written information from Company regarding Company and certain of its affiliates without limitation.

GFDA and company agree to the following provisions:

1. Company understands and agrees, pursuant to the Montana Supreme Court’s decision in *Great Falls Tribune v. Public Service Commission*, 319 Mont. 38, 82 P.3d 876 (2003), all documents filed with GFDA by Company are presumptively available for access by the public under the “right to know” provision of Article 2, Section 9 of the Montana Constitution. Under the decision, the presumption that all documents filed by Company with GFDA are public may be overcome by proper showing that the documents should be confidential, consistent with the Supreme Court’s decision.
2. Upon submission to GFDA, Company may identify and label as confidential the submitted documents or information to be withheld from public disclosure. Company will state facts supporting the claim of confidentiality specific enough for GFDA to clearly understand the nature and basis of Company’s claims to the right of confidentiality. A statement that all documents or information submitted by Company are confidential, or other conclusory statements, is ineffective to prevent public disclosure. Company understands and agrees that this Agreement is subject to public disclosure.
3. If individual documents or information are not identified and labeled as confidential, GFDA will deem the documents or information submitted as subject to public disclosure.
4. GFDA will take reasonable steps to protect documents or information Company designates as confidential. If GFDA receives a written request from a third-party for disclosure of any documents or information identified as confidential, GFDA will notify Company of the request in writing. The written notice provided by GFDA will include a copy of the third-party request. The written notice and third-party request will be sent by mail to the address Company listed on the Application.

5. It is the responsibility of Company, upon receipt of the written notice from GFDA, to take such action as is necessary to protect the documents or information from disclosure, including obtaining a court order protecting the documents or information from disclosure. If GFDA does not receive an order from a court of competent jurisdiction ordering GFDA to maintain confidentiality of the requested information or GFDA is not notified of other arrangements made between Company and the requesting party within 10 business days from the date of the written notice by GFDA to Company of the third-party request, the information will be disclosed to the requesting party. GFDA will not assert the right of confidentiality for Company in any court, whether sitting at law or in equity.

6. Company agrees that in the event GFDA discloses documents or information in accordance with the provisions of this Agreement, Company will not assert any claim, liability, demand, or cause of action against GFDA for a violation of any confidentiality interest in any documents or information that it has submitted to GFDA.

7. Company agrees it will defend, indemnify, and save harmless GFDA against and from any and all claims, liabilities, demands, causes of action, judgments, damages, and losses, including costs and attorneys' fees associated with any action for release of documents or information submitted to GFDA by Company, whether such action is brought in the name of Company or a third-party.

8. GFDA is subject to audit and monitoring reviews by federal and state officials. GFDA is required by federal and state laws to provide access to state and federal audit and monitoring officials to GFDA's compliance with applicable state and federal laws. In the event and to the extent access to information provided to GFDA by Company and otherwise subject to this Agreement is requested by federal or state auditors, Company agrees that GFDA may disclose such information to such auditors, provided that: (a) such information is used only by such auditors for the purposes set forth in the previous sentence, and for no other purposes whatsoever; and (b) such information in the possession of or otherwise disclosed to such auditors shall remain subject to the provisions of this Agreement.

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On behalf of the Company.

Name:

Title:

Date:

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On behalf of the GFDA.

Name:

Title:

Date: