

DIVISION OF PENSIONS AND BENEFITS

Confidentiality/Non-Disclosure Agreement

***Pertaining to the School Employees Health Benefit Program Medical Plan –
Request for Proposal: Garden State Health Plan***

This Agreement is made and entered into effective _____, 2021, between _____ (**Vendor**), 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 (**Vendor**) 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, (**Vendor**) shall use the INFORMATION only for the purposes of responding to the above mentioned Request for Proposal for the provision of services for the SEHBP.

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

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

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

1. (**Vendor**) shall hold such INFORMATION in confidence and shall use such INFORMATION only for assisting in preparation of the Request for Proposal.
2. (**Vendor**) shall reproduce such INFORMATION only to the extent necessary for the purpose of assisting in the preparation of the Request for Proposal and shall not disclose any such INFORMATION to any third party without prior written approval from the Division.
3. (**Vendor**) shall not use such INFORMATION or results thereof for any purpose other than for the purpose of assisting in the preparation of the Request for Proposal.
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 (**Vendor**);
 - (b) The INFORMATION, which at the time of the disclosure to (**Vendor**) was known to (**Vendor**) free and clear of restriction and evidenced by documentation in (**Vendor**'s) possession at the time of such disclosure; or

