

5/30/2024

281-2024

Cindy DiDomenico

From: Vanessa Little
Sent: Monday, May 20, 2024 3:12 PM
To: Cindy DiDomenico
Subject: Fwd: OPRA request - All OPRA requests regarding the DRPA Light Rail.

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From: Patrick Duff <opra+request-61956-2cdcf2c7@requests.opramachine.com>
Sent: Monday, May 20, 2024 3:11 PM
To: Vanessa Little <Vanessa@cityofgloucester.org>
Subject: OPRA request - All OPRA requests regarding the DRPA Light Rail.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Gloucester City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

All OPRA requests regarding the DRPA Light Rail and responses.

All communications from 4-1-24 through today with the township and the DRPA regarding non-disclosure resolution being heard May 20th, 2024.

Yours faithfully,

Patrick Duff

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-61956-2cdcf2c7@requests.opramachine.com

Is vanessa@cityofgloucester.org the wrong address for OPRA requests to Gloucester City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=gloucester_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/all_opra_requests_regarding_the

Please note that in some cases publication of requests and responses will be delayed.

281-2024 16 Pages
5/20/2024
5/22/2024
Vanessa
Brian
CAD 5/20/24

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:

https://us1.proofpointessentials.com/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=kl&payload=53616c7465645f5fd9b2cbd3015ea778aa43742032d0fe72589a7eac65fdef1e9994fb82e30f54c8d7cf33cf2d5fc84b041d9387a35d71c622cff6ffb130118f53aaeba85d8c2d472daedef35d1a5a8a7806dfacaac61482a1715f55a7292aeab8c95713a6c9fc3a26a1759345e5a95f22538b903a784be37fa66ba46f1618d557b96606a528db4317aa8cd634fa2c36926c15991da91327e0488d3a4856efc

RESOLUTION OF THE CITY OF GLOUCESTER CITY
County of Camden, State of New Jersey
#R -2024

**RESOLUTION AUTHORIZING THE EXECUTION OF A NON-DISCLOSURE AND
CONFIDENTIALITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE DELAWARE
RIVER PORT AUTHORITY OF PENNSYLVANIA AND NEW JERSEY (“DRPA”) AND
PORT AUTHORITY TRANSIT CORPORATION (“PATCO”),
AND THE CITY OF GLOUCESTER CITY**

WHEREAS, the DRPA/PATCO desires, subject to the terms and conditions set forth below, to disclose to City of Gloucester City (“Recipient”), Confidential Information in connection with development at the Glassboro-Camden Light Rail Project (“GCL”); and;

WHEREAS, the Recipient acknowledges that the DRPA/PATCO, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the DRPA/PATCO has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the DRPA/PATCO and Recipient (collectively, the “Parties”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the DRPA/PATCO may provide Recipient or certain of its Related Parties certain information in the possession of the DRPA/PATCO, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the DRPA/PATCO, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection

against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need-to-know basis, the DRPA/PATCO requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Gloucester City, County of Camden and State of New Jersey as follows:

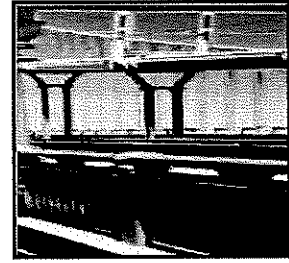
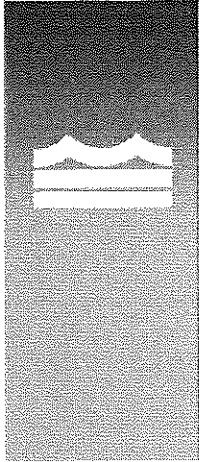
1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Mayor and City Clerk, or their designee shall take any and all actions necessary to execute the subject Agreement and carry out any and all actions contemplated to the extent permitted by Law.
3. The Agreement is hereby approved in a form substantially similar to that attached hereto and made a part hereof.

Dayl Baile, Mayor

CERTIFICATION

I hereby certify this is a true and exact copy of a Resolution adopted by the Mayor and Common Council of the City of Gloucester this 30th day of May, 2024.

Vanessa L. Little, RMC



**DELAWARE RIVER PORT AUTHORITY
OF PENNSYLVANIA AND NEW JERSEY**

and

PORT AUTHORITY TRANSIT CORPORATION

and

GLOUCESTER CITY

**NON-DISCLOSURE AND
CONFIDENTIALITY AGREEMENT**

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN

GLOUCESTER CITY

AND

**THE DELAWARE RIVER PORT AUTHORITY
OF PENNSYLVANIA AND NEW JERSEY**

AND

PORT AUTHORITY TRANSIT CORPORATION

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (“Agreement”) is made this _____ day of _____, 2024, by and between **THE DELAWARE RIVER PORT AUTHORITY OF PENNSYLVANIA AND NEW JERSEY (“DRPA”)** and **PORT AUTHORITY TRANSIT CORPORATION (PATCO)**, a body corporate and politic created by Compact between the Commonwealth of Pennsylvania and the State of New Jersey, with the consent of the Congress of the United States, and having an office and place of business at One Port Center, 2 Riverside Drive, Camden, New Jersey 08101 and **Gloucester City**, New Jersey (“Gloucester City” and/or “Recipient”) having an office and place of business at P.O. Box 150, 512 Monmouth Street, Gloucester City, New Jersey 08030.

WHEREAS, the DRPA/PATCO desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with development at the Glassboro-Camden Light Rail Project (“GCL”); and;

WHEREAS, the Recipient acknowledges that the DRPA/PATCO, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the DRPA/PATCO has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the DRPA/PATCO and Recipient (collectively, the “Parties”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the DRPA/PATCO may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the DRPA/PATCO, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the DRPA/PATCO, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need-to-know basis, the DRPA/PATCO requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by DRPA/PATCO of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agree, as follows:

1. The parties shall be bound by all the aforementioned Recitals, which are incorporated by reference into the Agreement.
2. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms have the meanings set forth below:
 - (a) **“Authorized Disclosure”** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A and/or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the DRPA/PATCO, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.
 - (b) **“Confidential Information”** means and includes collectively Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the DRPA/PATCO so as to reasonably indicate that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Recipient, the DRPA/PATCO or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the DRPA/PATCO, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the DRPA/PATCO, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.
- (c) **“Confidential Privileged Information”** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under the law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under law, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.
- (d) **“Confidential Proprietary Information”** means and includes Information that contains financial, commercial or other proprietary business Information concerning the Project, the DRPA/PATCO, or its facilities.
- (e) **“Confidentiality Control Procedures”** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, or by the terms of this Agreement.
- (f) **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002 (42 U.S.C. §5195c(e)) and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 (6 U.S.C. §131-134). CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations.
- (g) **“Information”** means, collectively, all information, documents, data, correspondence, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.
- (h) **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public.

(i) **“Project Purposes”** means the use of Confidential Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(j) **“Related Party”** and **“Related Parties”** mean the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members), suppliers, vendors and other necessary parties to whom any Confidential Information is disclosed or made available. Recipient shall obtain prior written consent of the DRPA/PATCO if such information is disclosed or made available to any Related Parties or any third party.

(k) **“Sensitive Security Information”** has the definition and requirements set forth in the United States Department of Homeland Security, Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

3. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 3(c), below, and shall be acknowledged in writing by each Related Party by signing the Acknowledgments attached hereto as Exhibits “A” and “B” and applicable legal requirements. Confidential Information may be disclosed only if, and to the extent that, such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledge and agree that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenant to the DRPA/PATCO that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information, including immediate notification to the DRPA/PATCO in the event of any such violation, unauthorized access, disclosure, modification, loss, theft or misuse of said information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such

Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. In addition, Recipient may only disclose the Confidential Information to DRPA/PATCO representatives identified by the DRPA/PATCO Project Coordinator.

(d) The DRPA/PATCO may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The DRPA/PATCO, in its sole discretion, may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(e) Nothing in this Agreement shall require the DRPA/PATCO to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(f) The Recipient and each Related Party agree to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the DRPA/PATCO's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the DRPA/PATCO's request, provide the DRPA/PATCO a list of all Related Parties who have signed an Acknowledgment, as well as copies of such Acknowledgments.

(g) As to all Confidential Information provided by or on behalf of the DRPA/PATCO, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

4. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the DRPA/PATCO thereof with sufficient promptness so as to enable the DRPA/PATCO to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the DRPA/PATCO, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the DRPA/PATCO written notice of that fact and a detailed account of the circumstances regarding such disclosure to the DRPA/PATCO.
5. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the DRPA/PATCO's written request or completion of Recipient's need for any or all

Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the DRPA/PATCO at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the DRPA/PATCO consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the DRPA/PATCO. The DRPA/PATCO shall not unreasonably withhold its consent to such request. If the DRPA/PATCO consents to such destruction, the Recipient and each Related Party shall deliver to the DRPA/PATCO a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the DRPA/PATCO. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the DRPA/PATCO is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

6. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual or until such time as the Confidential Information is no longer considered confidential and/or privileged by the DRPA/PATCO.
7. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
8. **Injunctive and Other Relief.** Recipient and each Related Party acknowledge that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the DRPA/PATCO, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The DRPA/PATCO shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

9. **Application of Laws and Regulations.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles. By entering into this Agreement, the DRPA/PATCO does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedure or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA/PATCO.
10. **Notices.** Any notice, demand or other communication (each, a “notice”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either hand delivery or nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 10.

If to the DRPA/PATCO:	Delaware River Port Authority Director, Homeland Security and Emergency Management One Port Center 2 Riverside Drive Camden, NJ 08101
with a copy to:	Delaware River Port Authority One Port Center 2 Riverside Drive Camden, NJ 08101 ATTN: General Counsel
If to the Recipient:	<u>Gloucester City</u> <u>P.O. Box 150, 512 Monmouth Street</u> <u>Gloucester City, NJ 08030</u>
with a copy to:	_____ _____ _____

11. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged or terminated, except by an instrument in writing signed by all of the parties hereto.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

13. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors and/or assigns. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement to execute and deliver an Acknowledgment hereof.
14. **Authority.** The undersigned individuals(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.
15. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the DRPA/PATCO of any rights by ownership, license or otherwise in any information.
16. **No Liability.** Neither the Commissioners of the DRPA/PATCO nor any of them, nor any officer, director, member, servant, agent or employee thereof, shall be charged personally by the Recipient with any liability or held liable to the Recipient under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.
17. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of the parties hereto and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such Sections.
18. **Indemnification.** (Grantee) (Contractor) (Consultant) agrees to defend, indemnify and protect and hold harmless the DRPA (DRPA/PATCO hereinafter "DRPA"), its officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from the DRPA, its officers, commissioners, directors, members, agents, servants and employees regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the willful misconduct or negligent performance of or omission of performance of the services provided under this Agreement. This includes but is not limited to Claims caused in part by the DRPA, its officers, commissioners, directors, members, agents, servants and employees or which are based on strict liability. However, (Grantee)(Contractor)(Consultant) shall not be required to defend or indemnify the DRPA, its officers, commissioners, directors, members, agents, servants and employees for that portion of any claim, suit, action, damage or cost which is caused by the willful misconduct, negligent act or omission of the DRPA, its officers, commissioners, directors, members, agents, servants and employees.

Promptly after receipt by DRPA of notice of any claim, liability or expense, DRPA shall give timely written notice to (Grantee) (Contractor) (Consultant), but the omission to so notify the indemnifying party promptly will not relieve the indemnifying party from any liability except to the extent that (Grantee) (Contractor) (Consultant) shall have been materially prejudiced as a result of the failure or delay in giving such notice. (Grantee) (Contractor) (Consultant) understands and agrees that the defense and indemnification of the DRPA under the terms and conditions of this document begins when a claim is brought against the DRPA, its officers,

commissioners, directors, members, agents, servants and employees or the moment the DRPA, its officers, commissioners, directors, members, agents, servants and employees receives notice of the Claim. The obligations of (Grantee) (Contractor) (Consultant) shall survive the termination of this Agreement or the completion by (Grantee) (Contractor) (Consultant) of its obligations under this Agreement.

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written.

Recipient: GLOUCESTER CITY
(Please print name)

By: _____
(Signature)

Title: _____

Phone No.: _____

E-Mail: _____

**ATTACHMENT A
ACKNOWLEDGMENT BY RELATED PARTY ENTITY**

**SENIOR MEMBER OF THE RELATED PARTY ENTITY
(SUBCONTRACTOR, CONSULTANT AND ALL OTHER ENTITIES, AS DETAILED IN
SECTION 2(J), TO WHOM CONFIDENTIAL INFORMATION IS DISCLOSED OR MADE
AVAILABLE)**

The undersigned, _____ (print name of authorized signatory), is the _____ (Company Title) of _____ (name of entity), (“**Related Party**”), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of _____ (describe the scope of work of Related Party) in connection with bid documents for DRPA/PATCO Contract _____ for the Delaware River Port Authority of Pennsylvania and New Jersey and Port Authority Transit Corporation. I acknowledge and confirm that the above-named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non-Disclosure and Confidentiality Agreement dated _____ between _____ (name of Prime Contractor) (the “Recipient”) and the DRPA/PATCO (hereinafter the “Agreement”). Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT B
ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

**(ALL INDIVIDUALS TO WHOM CONFIDENTIAL INFORMATION IS DISCLOSED OR
MADE AVAILABLE, WHETHER ASSOCIATED WITH CONTRACTOR/RECIPIENT OR
RELATED PARTY ENTITY)**

I, _____ (name of employee) ("Related Party Individual"), am employed as a(n) _____ (job title) by _____ (name of employer). I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between _____ (the "Recipient") (Prime Contractor) and The Delaware River Port Authority of Pennsylvania and New Jersey and Port Authority Transit Corporation ("DRPA/PATCO") (hereinafter the "Agreement") . I understand that because of my employer's involvement in connection with Contract No. ___, with _____, [name of Recipient (Prime Contractor)] or the DRPA/PATCO, if Related Party Individual is an employee of Recipient], both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or DRPA/PATCO policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjection to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: _____

Title: _____

Date: _____