

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made between the Habersham County Board of Commissioners (BOC) and Andrea Harper, former member of the Habersham County Board of Commissioners, (Harper) this 14th day of January as follows:

WHEREAS, Andrea Harper recently retired from her commission position on the Habersham County Board of Commissioners and has been intimately involved with certain on-going projects and matters on behalf of Habersham County government and citizens; and

WHEREAS, it is in the best interests of the citizens of Habersham County for the current BOC to continue to utilize and take advantage of the skills, knowledge, information and insight Harper has utilized and gained during her tenure on the BOC; and

WHEREAS, certain information which might need be shared in consulting with Harper will necessarily be confidential in nature; and

WHEREAS, the BOC is desirous of consulting with Harper on an “as needed” basis and thereby share certain confidential information which the BOC simultaneously wishes to protect from further disclosure;

THEREFORE, NOW, the BOC and Harper hereby enter into the within non-disclosure agreement (NDA) as set forth hereinafter.

1. Confidential Material shall be all information shared with Harper during any consultation by the BOC with Harper, regardless of whether that is shared by email, written correspondence, during a meeting of less than a quorum or within an executive session. It shall include any conversation with the county attorney on any county matter and shall be inclusive of the attorney-client privilege.
2. Harper shall maintain in confidence and will not disclose, divulge, disseminate, communicate, use or even confirm Confidential Material whether in written form or not to any person or entity for any purpose or reason whatsoever. Harper shall exercise at least reasonable care to protect said Confidential Material.
3. All Confidential Material shall be considered sensitive and restricted to the use for which it was shared. These covenants apply without limitation to the extent the Confidential Material (a) is not already a matter of public information; (b) the BOC has not subsequently made it a matter of public knowledge or (c) it is not the subject of a valid subpoena issued by a court of competent jurisdiction (in which case Harper shall promptly give notice of same to the BOC before responding). If Harper upon a disclosure of Confidential Material claims prior knowledge of same, the burden of proof shall be upon Harper.

4. Harper recognizes that irreparable damage will result in the event of a breach of this agreement and that this NDA is an inducement to disclose Confidential Material. It is hereby agreed that in the event of a breach, the BOC shall be entitled, in addition to any other remedy and damages under the law or in equity, to an injunction to restrain the violation hereof by Harper.
5. This Agreement shall be governed by the laws of the State of Georgia with jurisdiction and venue proper in the Superior Court of Habersham County, Georgia.
6. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of January, 2019.

Habersham County Board of Commissioners

Harper

Chairperson

Andrea Harper