

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement is made and entered into as of May 5, 2014, by and between the City of Manitowoc, WI (“RECIPIENT”), whose address is 900 Quay St. Manitowoc, WI 54220, and **Carlson Dettmann Consulting, LLC**, a Wisconsin limited liability company, and all of its subsidiaries and affiliates (collectively hereinafter referred to as “DISCLOSER”), whose address is 6907 University Avenue, #152, Middleton, Wisconsin 53562.

RECITALS

A. DISCLOSER possesses certain proprietary information relating to DISCLOSER’S compensation consulting business (hereinafter, collectively referred to as the “Confidential Information”), specifically including, without limitation, all intellectual property, trade secrets, ideas, concepts, data compilations and methods relating to all such Confidential Information which is disclosed to RECIPIENT or of which RECIPIENT becomes aware, whether such information is embodied in tangible form or not. The Confidential Information may include, but is not limited to, The Carlson Dettmann Point Factor Job Evaluation System and methodology, public and private sector marketplace surveys performed, job point evaluation data collected or compiled, and job data compilations and analyses which relate to DISCLOSER’S business or services. Confidential Information may be specifically designated or marked as “confidential,” but does not need to be designated or marked to be subject to the terms of this Agreement.

B. RECIPIENT desires to examine and evaluate any such Confidential Information which is disclosed to RECIPIENT by DISCLOSER for the purpose of analyzing DISCLOSER’S work and conclusions (hereinafter collectively referred to as the “Purpose of the Agreement”).

AGREEMENT

NOW THEREFORE, in consideration of the Recitals set forth above (which are incorporated herein by reference), any prior or future disclosure of any Confidential Information by DISCLOSER to RECIPIENT hereunder, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. RECIPIENT agrees that any Confidential Information which is disclosed by DISCLOSER to RECIPIENT, whether before or after the date of execution of this Agreement, and whether such disclosure is made by written, electronic, oral or other means, shall be subject to the terms of this Agreement for an unlimited period. DISCLOSER shall disclose such Confidential Information to RECIPIENT that DISCLOSER, in its sole discretion, determines to be prudent and necessary to carry out the Purpose of the Agreement.

2. RECIPIENT acknowledges and agrees that all of the Confidential Information is the confidential and proprietary property of DISCLOSER, and that RECIPIENT has no

ownership rights, licensing rights, use rights or other rights with respect to any of the Confidential Information, except as specifically permitted under the terms of this Agreement. RECIPIENT agrees not to use any of the Confidential Information for any purpose other than the Purpose of the Agreement.

3. RECIPIENT covenants and agrees to keep all Confidential Information absolutely confidential and not to divulge, reveal, report, or disclose any the Confidential Information to any person or entity without the prior written consent of DISCLOSER, which consent may be withheld by DISCLOSER in its sole discretion and which may be conditioned upon such other person or entity executing a Confidential Disclosure Agreement which is satisfactory to DISCLOSER.

4. RECIPIENT agrees not to copy or reproduce the Confidential Information for any purpose other than the Purpose of the Agreement. RECIPIENT further agrees that all originals, copies and reproductions of the Confidential Information shall be returned promptly upon request from DISCLOSER or when the Purpose of the Agreement has been carried out, whichever occurs first.

5. DISCLOSER claims that, because of the unique nature of the Confidential Information, immediate and irreparable harm would be suffered by DISCLOSER and damages for breach of the covenants in this Agreement would be an inadequate remedy and, that in the event of such breach, the DISCLOSER shall be entitled to injunctive or other equitable relief, in addition to any remedies of law, including the recovery of damages and reasonable attorneys' fees. RECIPIENT agrees to indemnify and hold DISCLOSER harmless from any and all demands, claims, causes of action, losses, damages, costs or expenses, including without limitation actual attorneys' fees, arising out of or related to any breach by RECIPIENT of this Agreement.

6. The obligations of RECIPIENT pursuant to this Agreement shall not apply to such part of the Confidential Information, if any, that: (a) RECIPIENT obtains from a third party who has the right to disclose to RECIPIENT; or (b) which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain through no fault of the RECIPIENT; or (c) RECIPIENT had in its possession prior to the date of this Agreement and prior to any disclosure of any Confidential Information by DISCLOSER to RECIPIENT relating to this Agreement, but only to the extent that RECIPIENT can prove such possession by written records that can be shown to predate this Confidential Disclosure Agreement.

7. This Confidential Disclosure Agreement shall be construed under and pursuant to the laws of the State of Wisconsin. The parties agree that the forum and venue for any action to enforce this Agreement shall be the Circuit Court for Dane County, Wisconsin.

8. Any person signing below on behalf of a municipality, agency, corporation, partnership, limited liability company, or other business entity hereby personally represents and warrants to the other party that such person has the requisite authority to bind such business entity to the terms of this Agreement.

9. This Agreement shall be binding upon, and inure to the benefit of, the parties and each of their respective successors and assigns. Notwithstanding the foregoing, this Agreement shall not be assignable by RECIPIENT without the prior written consent of DISCLOSER, which consent may be withheld in DISCLOSER'S sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**RECIPIENT:
CITY OF MANITOWOC, WI**

By: _____

**DISCLOSER:
CARLSON DETTMANN CONSULTING, LLC**

By: _____