



# City of Muscatine



## AGENDA ITEM SUMMARY

DATE: 11/10/21

City Council

### STAFF

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Jon Koch-Director WRRF

### SUBJECT

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Request to approve NDA with Scott Equipment Company

### EXECUTIVE SUMMARY

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Presented for City Council's Consideration is a request to approve a Non Disclosure Agreement with Scott Equipment Company. The new Muscatine Organics Recycling Center (MORC) will be piloting a new screening machine for the material processed through the Scott Equipment T42 depackaging machine. The new screen has not yet been patented and Scott Equipment needs a Non Disclosure Agreement signed by the City before shipping the screen for pilot testing.

### STAFF RECOMMENDATION

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Staff recommends signing the NDA with Scott Equipment Company to begin the pilot test as soon as possible.

### BACKGROUND/DISCUSSION

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The T42 is functioning as designed but the material being processed is creating smaller particles of trash than it was designed to take out. In particular there are small plastic pieces from ketchup bottles and plastic bread wrapper ties that are making it to the biosolids that are applied to farm ground. There has always been a small amount of trash in the biosolids that makes it through the wastewater screens but this is excessive and needs secondary screening. The trash is clogging pipes and heat exchangers at the plant as well causing down time and labor expenses to clean them out. Scott Equipment has designed this machine and we have agreed to pilot test it for them at no cost to the City. The NDA ensures the unattended machine is not available for competitors to duplicate. Once the pilot is over the City may purchase it or return it. The NDA has been approved by the City attorney.

### CITY FINANCIAL IMPACT

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There is no charge for the NDA or pilot of the screen.

### ATTACHMENTS

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NDA

**SCOTT**  
BUILT FOR TODAY  
TO LAST FOR TOMORROW



MANUFACTURERS OF PROCESSING EQUIPMENT  
• AGRICULTURE • INDUSTRIAL  
• CHEMICAL • FOOD

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of November 10, 2021 between **Scott Equipment Company** having its place of business at **605 4th Ave NW, New Prague, MN 56071** and **City of Muscatine** (Waste and Resource Recovery Facility) Iowa, having its place of business at **1202 Musser Street, Muscatine IA 52761**.

**Purpose:** Scott Equipment Company and City of Muscatine wish to explore a business opportunity of mutual interest and in connection with this opportunity wishes to execute this Non-Disclosure Agreement ("Agreement").

**1. Confidential Information:** Confidential information means any information disclosed to by one party to the other, either directly or indirectly in writing, orally or by inspection of tangible or intangible objects, including without limitation documents, business plans, source code, software, documentation, financial analysis, marketing plans, customer names, customer list, customer data. Confidential Information may also include information disclosed to a party by third parties at the direction of a Disclosing Party. Confidential Information shall not, however, include any information which the Receiving party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Receiving Party; or (iii) is in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure. The party disclosing the Confidential Information shall be referred to as "Disclosing Party" in the Agreement and the party receiving the Confidential Information shall be referred to as "Receiving Party" in the Agreement.

**2. Non-use and Non-disclosure:** The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties hereto. Receiving Party agrees not to disclose any Confidential Information including but not limited to photographs, digital media, videos, sketches, or any other description as to the construction, function, operation, or process results to third parties or to its employees, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information, and which are provided to the Receiving Party hereunder. **The parties acknowledge that the City of Muscatine is required to comply with Iowa Code Chapter 22 and agree that nothing in this Agreement modifies that obligation, including section 22.7 Confidential records, and subsection 22.7.3 Trade secrets which are recognized and protected as such by law.**

**3. Maintenance of Confidentiality Information:** The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information and shall have its employees, if any, who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

SCOTT EQUIPMENT COMPANY ▪ 605 4<sup>TH</sup> Avenue N.W. ▪ New Prague, Minnesota 56071  
Phone (952) 758-2591 ▪ Fax (952) 758-4377 ▪ Web Site <http://www.ScottEquipment.com>

**4. No Obligation:** Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

**5. No Warranty:** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**6. Return of Materials:** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request.

**7. No License:** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of Company, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

**8. Term:** This Agreement shall survive for a period of 3 years from the date of disclosure of the Confidential Information.

**9. Remedies:** The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

**10. Miscellaneous:** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of Minnesota, USA without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any and all disputes arising under or related to this Agreement shall be adjudicated exclusively in Minnesota USA. The parties have executed this Nondisclosure Agreement as of the date first above written.

ORGANIZATION	CITY OF MUSCATINE	ORGANIZATION	SCOTT EQUIPMENT COMPANY
PRINT NAME	Diana L. Broderson	PRINT NAME	DAVID LUCAS
TITLE	Mayor	TITLE	PRESIDENT
DATE	Nov 23, 2021	DATE	
SIGNATURE	<u><i>Diana L. Broderson</i></u> Diana L. Broderson (Nov 23, 2021 13:25 CST)	SIGNATURE	

Signature:   
Cinda Hilger (Nov 23, 2021 16:55 CST)

Email: chilger@muscatineiowa.gov