

GENERAL MOTORS FLEET



Law Enforcement Product Council

LAW ENFORCEMENT PRODUCT COUNCIL

Mission Statement

To pledge an integrated partnership between General Motors and Law Enforcement. Together, we will identify, evaluate and promote enhancements to products and relationships that address the vehicle requirements of the Law Enforcement Community.



Law Enforcement Product Council (LEPC) Overview

- Council comprised of approximately 15 Law Enforcement customers
 - Sworn officers and civilian
 - Manage law enforcement vehicle fleet
 - Federal, State, City & County agencies
 - United States and Canada
- 3 year term. Roughly 1/3 of council turns over each year
- Provide voice of the customer input on police vehicles and features
 - Current and future police product offerings
 - Requirements, new feature, industry trends, aftermarket equipment compatibility
- Communication Process
 - In person meeting at least annually
 - Conference calls 2-3 per year
 - E-mail or individual phone calls as required
- Requires signing of confidentiality agreement – Separate document
- Agency approve member to be on council
 - No issue with conflict of interest, nor travel to events



AGREEMENT

This agreement ("Agreement") is made as of the ____ day of _____, 2017, by and between General Motors Company, having a place of business in Detroit, Michigan ("GM") and _____ having a place of business in _____ ("Customer").

Whereas GM and Customer are entering discussions under which Customer will provide input to General Motors regarding future products to be offered to meet needs of customers who purchase vehicles for law enforcement purposes ("Input"). In connection with these discussions, GM may need to disclose to Customer information and other data of a confidential and proprietary nature to GM, including but not limited to highly confidential and competitively significant information about future General Motors products. Accordingly the parties agree as follows:

1. **GM Confidential Information.** "GM Confidential Information" shall mean any information of a confidential or proprietary nature received by Customer, directly or indirectly, from GM, or acquired or developed pursuant to the provision of the Input, including, but not limited to, business affairs, data, designs, manuals, training materials and documentation, formulas, ideas, inventions, knowledge of manufacturing processes, mask-works, methods (including PICOS), prices, financial and accounting data, products and product specifications, systems, and technical information.
2. **GM Data.** "GM Data" shall mean all data and information of GM submitted by GM to Customer, or otherwise in Customer's possession or accessible by Customer, including all data and information created by Customer on behalf of GM or created by Customer through manipulation of data and information provided by GM.
3. **Standard of Care.** Customer shall protect all GM Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
4. **Restricted Disclosure.** Customer shall not use for its own benefit or the benefit of any third party, or disclose, publish, release, transfer or otherwise make available to any third party, any GM Confidential Information without GM's prior written consent.
5. **Exclusions.** The obligations in this Agreement shall not restrict any disclosure of GM Confidential Information received by Customer where the Customer can demonstrate that: (a) such GM Confidential Information was independently developed by Customer prior to its receipt thereof without violating its obligations hereunder or any of GM's proprietary rights; (b) such GM Confidential Information is or becomes publicly known (other than through unauthorized disclosure by Customer); (c) such GM Confidential Information is disclosed by GM to a third party without any obligation of confidentiality; (d) such GM Confidential Information was already known to Customer prior to its receipt thereof without any obligation of confidentiality; (e) such GM Confidential Information is received by Customer from a third party without any obligation of confidentiality; or (f) notwithstanding anything else herein, nothing in this Agreement shall prevent Customer from producing documents or disclosing information that is required by law, statute or other legal process (provided that the Customer shall provide reasonable prior written notice to GM of such disclosure).
6. **GM Data Restrictions.** All GM Data and information are and shall remain the property of GM. The GM Data shall not be: (i) used by Customer other than in connection with providing the Input; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Customer; or (iii) commercially exploited by or on behalf of Customer.
7. **Return of GM Confidential Information and GM Data.** Customer shall, in the event of the expiration or termination of the Agreement, return to GM all GM Confidential Information and all GM Data disclosed and all copies thereof, or at GM's option, destroy such GM Confidential Information and GM Data and provide to GM certificates evidencing such return or destruction. Archival tapes containing any GM Data

or any GM Confidential Information shall be used solely for back-up purposes and shall be returned or destroyed pursuant to this Agreement.

8. **Data Security.** Customer shall establish and maintain safeguards against the destruction, loss, alteration or unauthorized disclosure of the GM Data in the possession of Customer in accordance with GM's security standards as notified by GM to Customer from time to time, including use of passwords.
9. **Term.** The term of this Agreement is one year from the date last signed below.
10. **Survival.** The obligations of Customer relating to GM Confidential Information and GM Data shall survive termination of this Agreement.
11. **Controlling Law.** This Agreement shall be governed by the laws of the State of Texas, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law.

Each person executing this agreement warrants that s/he is authorized to execute this agreement on behalf of the company.

<Customer>

General Motors Company

Signed: _____

Signed: _____

Print Name: _____

Print Name: Dana G. Hammer

Title: _____

Title: Product & Marketing Mgr.

Date: _____

Date: