



## Cisco Confidential Information Agreement: Individuals (Vendors, Contractors, Independent Contractors, Consultants, and Partners)

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*This agreement (the "Agreement") is entered into by and between Cisco Systems, Inc. ("Cisco" or "Company") and \_\_\_\_\_ ("Individual") in consideration of Individual performing services at or for Cisco and being allowed physical access to Cisco facilities and/or electronic access to Cisco computer systems (collectively referred to hereinafter as "Access").*

1. **Confidential Information.** Individual understands that Cisco possesses Confidential Information which is important to its business and that this Agreement creates an obligation on the part of Individual with respect to Confidential Information. Individual agrees as follows:
  - a. **Definition.** For purposes of this Agreement, the term "Confidential Information" shall mean any and all (a) confidential knowledge, data or information related to Company's business or its actual or anticipated research or development, including without limitation (i) trade secrets, inventions, ideas, processes, software programs and subroutines, computer source and object code, algorithms, technology, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, services, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, competitors, suppliers, and customers; (iii) information regarding the personal data, skills and/or compensation of Company's employees, contractors, and any other service providers of Company; (iv) the existence of any business discussions, negotiations, or agreements between Cisco and any third party, and (v) any other confidential information of Company; and (b) any confidential knowledge, data or information of a third party that is under a duty to keep confidential.
  - b. **Non-Disclosure.** Individual will keep in confidence and trust, and will not use or disclose to anyone, any Confidential Information to anyone outside of Cisco without the prior written consent of an authorized Cisco representative, except as may be necessary in the ordinary course of performing services for Cisco, and then only within the authority granted by Cisco and for the purpose stated herein. The obligations of confidentiality set out in this Agreement shall apply, (i) with respect to Confidential Information that constitutes a trade secret of Cisco or of any third party, at all times during the term of Individual's assignment with Cisco and at all times thereafter so long as such information remains a trade secret, and (ii) with respect to Confidential Information that does not constitute a trade secret of Company, at all times during the term of Individual's assignment with Cisco and for a period of three (3) years thereafter. Individual will not remove any Cisco materials, including Confidential Information, from the business premises of Cisco, except as required in connection with performance of services for Cisco, and then only within the authority granted by Cisco and for the purpose stated herein. Cisco retains the right to refuse or to terminate the Access rights to Individual at any time, without prior notice.
  - c. **Return of Company Property.** Upon termination of completion of the contracted services or upon Company's request at any other time, Individual will deliver to Cisco all of Company's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Cisco Invention or Confidential Information and certify in writing Individual has fully complied with the foregoing obligation. During the term of the contract, Individual will take steps to protect the integrity of any Confidential Information and/or other Cisco-related data on Individual's Cisco-issued computer and other equipment. In addition, if Individual has used any personal computer or other device, server, or e-mail system to receive, store, review, prepare or transmit any Cisco information, including but not limited to, Confidential Information, Individual agrees to provide Cisco with a computer-useable copy of all Confidential Information and then permanently delete and expunge all Confidential Information from those systems; and Individual agrees to provide the Cisco access to Individual's system as reasonably requested to verify that the necessary copying and/or deletion is completed. Individual further agrees that any property situated on Company's premises is subject to inspection by Company's personnel at any time with or without further notice or consent.

## Cisco Confidential Information Agreement: Individuals

*(Required For Vendors, Contractors, Independent Contractors, Consultants and Partners To Obtain Connection and/or Badge Access to Cisco)*

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2. **Non-Employee Status.** Individual agrees that this Agreement is not an employment contract and that Individual will not at any time be considered an employee of Cisco within the application of any federal, state or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, retirement benefits, workers' compensation, labor or taxes of any kind or for the purposes of coverage under any Cisco-sponsored benefit and/or stock plans, policies programs or arrangements, whether or not reduced to writing.
3. **Standard Behavior.** Individual shall be responsible for abiding by the guidelines described in the "Cisco Vendor and Independent Consultant Job Practice and Behavior Guide," attached herein at Exhibit A, when exercising the Access rights granted herein.
4. **General.** Individual agrees that any dispute in the meaning, effect, or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. Individual further agrees that if one or more provisions of this Agreement are held to be unenforceable under applicable California law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever. Individual's obligations under this Agreement shall survive the termination of Individual's services to Cisco.
5. **Injunctive Relief.** Individual agrees that Cisco would suffer irreparable injury if Individual violates the confidentiality or security provisions herein. Cisco may seek and obtain injunctive relief against any breach or violation, or threatened breach or violation, of the foregoing without the posting of bond or security.
6. **Waiver.** The waiver by either party of any term, condition or provision of this Agreement shall not be construed as a waiver of any other or subsequent term, condition or provision of this Agreement.
7. **No Licenses.** Cisco shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Cisco is either granted or implied by the disclosure of Confidential Information or the granting of Access herein.
8. **Modification.** This Agreement can only be modified by a subsequent written agreement executed by the Individual and an authorized representative of Cisco.

***Individual:***

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A: Cisco Job Practice and Behavior Guide for Non-Employees:**

### **Vendors, Contractors, Independent Contractors, Consultants, and Access Only**

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In order to ensure the safety and welfare of all individuals on Cisco premises, and to maintain an efficient and harmonious business organization, Cisco expects all vendors and independent consultants to maintain certain common sense standards of good conduct. These standards apply while working on Cisco premises, at offsite locations where Cisco business is being web conducted, at company-sponsored events, or while accessing Cisco's systems, including, but not limited to, its' sites.

The following list is not all-inclusive but represents conduct that will not be tolerated at or by Cisco and may result in immediate removal of any and all access rights and/or legal action:

- Engaging in acts of dishonesty, fraud, theft or sabotage
- Inappropriate or unauthorized use of confidential and third party information as specified in the "Cisco Confidential Information Agreement"
- Insubordination, refusal to comply with instructions or failure to perform assigned tasks
- Misuse, tampering, damage or destruction of any property
- Abusive, profane, vulgar, coercive or retaliatory conduct or language, including direct or indirect threats
- Harassment creating an intimidating, hostile or offensive work environment and having the purpose or effect of unreasonably interfering with an individual's work performance
- Fighting, encouraging a fight, wrestling or other intentionally disruptive behavior
- Behavior that is deemed by Cisco to be detrimental to the safety, security, health or welfare of a person or operations
- Possession of firearms, explosives or weapons of any kind
- Unauthorized use, sale, transfer, manufacture or possession of illegal drugs, chemicals, controlled substances or alcohol, or being under the influence or impaired by such substances
- Engaging in conduct that violates any other principle of good business behavior
- Entering unauthorized Cisco facilities or computer systems.