

ATTACHMENT 9

NONDISCLOSURE AGREEMENT

This **Nondisclosure Agreement** (the “Agreement”), effective as of _____, is entered into by and between the Judicial Council of California (“Judicial Council”) and

Name: _____,

located at

Address: _____

(the “Prospective Bidder”). For good and adequate consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Definition. "Confidential Information" means certain information identified as confidential by the Judicial Council that is either (i) contained in the Judicial Council’s request for proposal number RFP-COA-2019-01-RP (“RFP”), or (ii) disclosed in the mandatory pre-proposal conference described in that RFP.

2. Non-Disclosure. Prospective Bidder will not make copies of or disclose, publish or disseminate Confidential Information to any third person or entity. Prospective Bidder will not use the Confidential Information for any purpose other than responding to the RFP. Prospective Bidder will take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. Prospective Bidder acknowledges and agrees that nothing contained in this Agreement will be construed as granting it any rights, by license or otherwise, to any Confidential Information.

3. Equitable Relief. Prospective Bidder acknowledges that all of the Confidential Information is owned solely by Judicial Council (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Prospective Bidder agrees that Judicial Council will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

4. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice-of-law rules or principles and the parties submit to the jurisdiction of the California courts. Prospective Bidder may not assign this Agreement or transfer any benefits hereunder, directly or indirectly (through acquisition, merger or otherwise), and any attempt to do so will be void without the prior written consent of the Judicial Council. The relationship of the parties is that of independent contractors, and not of agency, partners or the like.

Prospective Bidder:

Signature

Printed name

Title

Company

e-Mail Address