

ATTACHMENT A

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into as of the date last signed below (the “Effective Date”) between the Sacramento Area Sewer District, a political subdivision of the State of California (“District”) and _____, a _____ corporation (“Contractor”), collectively referred to as the “Parties.”

RECITALS

A. The District has confidential network/security information (the “Confidential Information”) that it is willing to share with Contractor for the specific purpose of allowing Contractor to determine and prepare the scope of work/proof of concept for Contractor’s services to be offered to District (the “Purpose”).

B. Contractor wishes to receive and use the Confidential Information for the Purpose.

NOW THEREFORE, in consideration of the mutual undertaking of the District and Contractor, the Parties mutually agree as follows:

1. District agrees to disclose the Confidential Information to Contractor and Contractor agrees to receive and use the Confidential Information for the Purpose only and for no other reason.
2. District shall maintain ownership of the Confidential Information and any derivative product. Contractor shall use at least the same degree of care that it would use to protect its own confidential information, but at least a reasonable degree of care, and take appropriate administrative, technical, and physical security safeguard measures to preserve and maintain the confidentiality of the Confidential Information. Contractor shall ensure that any personnel of Contractor who are granted access to the Confidential Information are familiar with the terms of this Agreement and comply with its terms as they relate to the duties of such person. Contractor shall not disclose the Confidential Information to anyone except for Contractor’s attorneys, accountants, and employees, who have a legitimate need to know. At the conclusion of the Purpose or upon termination of this Agreement, whichever occurs first, Contractor shall return to District or destroy, all hard copies of the Confidential Information, and Contractor shall permanently delete any electronic versions or copies of the Confidential Information contained in any medium or format. This section shall survive termination of the Agreement.
3. The term of this Agreement shall begin on the Effective Date and terminate on June 30, 2035, unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement for any reason upon ten (10) days’ written notice to the other Party. The District may terminate this Agreement immediately without advance notice upon breach of the Agreement by the Consultant.

4. Contractor agrees that a breach of the provisions of this Agreement by Contractor will cause irreparable harm to the District, and therefore Contractor agrees that injunctive relief is an appropriate means to enforce this Agreement in addition to any other remedies available to District. In the event a breach of this Agreement by Contractor or any agent or employee of Contractor is proven to have occurred, Contractor agrees to indemnify the District for any liabilities, costs, and expenses, including but not limited to attorneys' fees incurred by in connection with the breach.

5. All information disclosed by the District pursuant to this Agreement is disclosed "As Is" and without warranties. This Agreement sets forth the entire understanding of the Parties as to the confidentiality and nondisclosure of the Confidential Information and supersedes all other written and oral agreements and understandings between the Parties as to the subject matter. This Agreement may be amended only by a writing signed by both Parties. Consultant shall not assign this Agreement without the advance written permission of the District. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of Consultant. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sacramento. Consultant represents, warrants, and agrees that the person executing this Agreement on its behalf has the full right and authority to do so and to legally bind Consultant to all the terms and obligations of this Agreement. All notices required by this Agreement shall be in writing to the address below and may be made by personal delivery or overnight courier, which shall be effective upon receipt, or by U.S. postage prepaid mail, which shall be effective three business (3) days after deposit in the U.S. mail.

Sacramento Area Sewer District, a _____ corporation

By: _____

By: _____

NAME

NAME

TITLE

TITLE

Address for notice:

Address for notice:

DATE: _____

DATE: _____

APPROVED AS TO FORM

DISTRICT COUNSEL

By: _____

Diane McElhern,