

**NONDISCLOSURE AGREEMENT
BETWEEN**

AND THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

This Nondisclosure Agreement (“Agreement”) is between **THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA** (“Court”) and _____ (“Recipient”).

1. Recipient acknowledges that in the course of performing services or work for Court, Recipient will be given access to computer resources, technical information and materials, reports, records, and financial information which are confidential and proprietary information to Court and are disclosed solely for the purpose of facilitating specific services or work requested by Court (“Confidential Information”).
2. In consideration of being made privy to such Confidential Information and of the contracting for Recipient’s professional services by Court, Recipient hereby agrees to hold the same in strict confidence, and not to disclose it, or otherwise make it available, to any person or third party without the prior written consent of Court. Recipient agrees that all such resources and Confidential Information:
 - a. shall be used only for the purpose of providing services or work for Court;
 - b. shall not be reproduced, copied, in whole or in part, except as specifically authorized and in conformance with Court's instructions when necessary for the purposes set forth in (a) above; and
 - c. shall, together with any copies, reproductions, or other records thereof, in any form, and all information and materials developed by Recipient therefrom, be returned to Court when no longer needed for the performance of Recipient’s services to Court.
3. Recipient recognizes that any disclosure of Confidential Information, other than as specified in this Agreement or as may be required by law, may result in substantial harm to Court and Recipient specifically agrees to take reasonable precautions to prevent the unauthorized disclosure of any part of such information, taking all those precautions Recipient uses to safeguard its own Confidential Information. Recipient further agrees to

be responsible for any breach of this Agreement by any of its agents, representatives, or employees.

4. No provision of this Agreement can be waived or amended except by the written consent of the parties.
5. This Agreement embodies the entire agreement between Court and Recipient. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter included herein.
6. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives in duplicate and may be executed and signed in counterpart via facsimile, effective _____.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALAMEDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____