



SANTA CLARA VALLEY WATER DISTRICT NON-DISCLOSURE AGREEMENT (NDA)

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This Agreement is between the Santa Clara Valley Water District (hereinafter "District"), and ("Company") identified as:

(Company Name)

(Street Address, City, State, Zip, Country)

Now, in consideration of the mutual covenants herein contained, District and Company agree as follows:

1. **Purpose.** This Agreement is to protect District from the misuse or inadvertent disclosure of District confidential and proprietary information that is disclosed in connection with the Company performing work for the District. District confidential information is described as follows:

As-builts or Record Drawings for the Pacheco Pumping Plant, including but not limited to the following:

"Map and Construction Plan for Pacheco Pumping Plant Regulating Tank Project Phase A Relining & Recoating", dated August 2009

"Map and Construction Plan for Pacheco Pumping Plant ASD Replacement Project Volume 2", dated June 2014

"Solicitation/Specification 3-SB-20-00150/DC-7530 Pacheco Pumping Plant and Substation Drawings Volume 3", dated October 1982

The information described above will hereinafter be referred to as "Confidential Information."

2. **Limits on Use of Confidential Information.** Company shall maintain in confidence and will not disclose or disseminate the Confidential Information, whether or not in written form. Company agrees that Company shall treat all Confidential Information with at least the same degree of care as Company accords its own confidential information. Company shall encrypt Confidential Information that is electronic data, and store hard copies in a locked secure location. Company further represents that Company exercises at least reasonable care to protect its own confidential information. If Company is not an individual, Company agrees that Company will only disclose Confidential Information to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.
3. **Acknowledgment of Title.** District, by reason of this Agreement, has not relinquished any right of ownership to the Confidential Information. Nor does District create a non-exclusive right in favor of Company as to the Confidential Information. Company acknowledges that title to Confidential Information delivered to Company under this Agreement shall, at all times remain with District.
4. **Restrictions on Use of Confidential Information.** Company shall not directly or indirectly disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information to any person (including its consultants and independent contractors), unless Company has received prior written permission from the District and such person previously signed a copy of this Agreement. Company shall not make copies of the Confidential Information or any portion thereof. Company acknowledges that Confidential Information may be utilized only in accordance with providing services to the District.
5. **Return.** Company agrees to return to District all Confidential Information. Company shall return to District all Confidential Information and copies thereof of documents, computer media and other items of District at such time as further retention is no longer necessary for future performance in connection with performing work for the District or upon 30 days written notice from District. In addition, Company agrees to erase, delete or destroy any notes, documents, magnetic media, or other computer storage, including system backups that contain any Confidential Information copies or derived from the Confidential Information. Company acknowledges that District, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Company breaches its obligation under this Agreement in that monetary damages would be inadequate to



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compensate District for such breach. Company agrees that in such circumstances, District shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Company, without showing or approving any actual damages sustained by District.

6. **Notice of Disclosure.** Company shall immediately notify District of any unauthorized disclosure, loss of Confidential Information and shall further take all reasonable steps to retrieve and prevent further unauthorized disclosure of such proprietary information. Such disclosure of a loss shall in no way limit District's remedies under this Agreement including, but not limited to, immediate injunctive relief. Notwithstanding the foregoing, nothing herein shall restrict the right of Company to disclose such Confidential Information that is disclosed pursuant to a judicial order, but only to the extent so ordered, provided, however, that Company receiving such order shall notify District of such order in sufficient time to permit District to intervene in response to such order and provided that the confidential or proprietary markings remain on the information disclosed.

7. **General**

7.1 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto as to the subject matter of this Agreement and supersedes any previous communications, negotiations, warranties, representations, and prior non-disclosure agreements, either oral or written, with respect to obligations of confidentiality of the subject matter hereof, and no addition or modification of this Agreement shall be binding on either party hereto unless reduced to writing and duly executed by each of the parties hereto.

7.2 **Applicable Law/Disputes.** This Agreement is governed by the laws of the State of California. In any dispute arising out of this Agreement, the parties hereby consent to personal and exclusive jurisdiction and venue in the State and Federal Courts in Santa Clara County, California.

7.3 **Survival of Company's Obligations.** All obligations of Company under this Agreement shall survive the return of the Confidential Information and termination of this Agreement.

7.4 **Authority.** The undersigned individuals represent that they have the authority to enter into and bind the parties to this Agreement.

COMPANY:

SANTA CLARA VALLEY WATER DISTRICT:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____

Title: _____

Date: _____

Date: _____



I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the express written permission of the District. This confidential information includes, but is not limited to, the following kinds of information: citizen complaints, utility records, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, work product of the District's employees and agents, and other non-public information.

I will at all times hold all of the District's confidential information in trust and in the strictest confidence. This obligation shall continue after my employment at the District has ended. I will prevent the impermissible release of the District's confidential information. I will neither retain nor incorporate any of the confidential information into any database or any medium other than as may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this NDA.

In addition, I will not perform any illegal acts with respect to the confidential information, and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.

I acknowledge that my faithful compliance with this NDA is necessary to protect the District and that any action on my part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this NDA, I agree that the District may obtain a court order to stop my inconsistent actions and to otherwise prevent any inconsistent actions, without the District having to post any bond or security for such order. I further agree that the District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:	
Company Name:	
Phone No.:	Fax No.:
Email Address:	
What department(s) do you work with within the District?	
Signature:	Date: