

## Nondisclosure Agreement

**THIS AGREEMENT**, effective as of the date written below (“Effective Date”), is made and entered into by and among the Corporation for Education Network Initiatives in California, Inc., (“CENIC”) and \_\_\_\_\_ (“Service Provider”).

### WITNESSETH

**WHEREAS**, CENIC will disclose to Service Provider certain confidential, nonpublic and proprietary information and CENIC desires that any such information be kept confidential by Party (as hereinafter defined); and

**WHEREAS**, in consideration of the disclosure of the information, Service Provider is willing to keep the information of CENIC confidential in accordance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, Service Provider hereby agrees as follows:

1. Confidentiality. Service Provider may use Confidential Information (as hereinafter defined) received from CENIC only in connection with Service Provider’s interest in the specific CENIC services detailed in the attached RFP (“Services”). For purposes of this Agreement, Confidential Information shall include any and all network maps, data, reports, analyses, compilations, studies, interpretations, forecasts, projections, strategic plans, records, contracts, drawings, prototypes, samples, models, designs, formulae, specifications, software, processes, machines, materials, methods of doing business, or other such documents and things that may have been or may be supplied or made available by CENIC to Service Provider, or that Service Provider may discover while assessing CENIC’s property or procedures, or which the Service Provider may hear or view while on CENIC’s premises or attending a CENIC meeting, or provided by CENIC Representatives (as hereinafter defined) or others, that contain or otherwise reflect or are based upon, in whole or in part, any Confidential Information.. The term “Confidential Information” shall not include any portion of the information which: (1) is available to the Service Provider from third parties on an unrestricted basis; or (2) is disclosed by CENIC to others on an unrestricted basis.

Confidential Information shall not be disclosed to any third party other than to the Representatives (as hereinafter defined) of Service Provider who have a need to know such information in connection with the Services. As used herein, “Representatives” means, individually or collectively, the controlled affiliates of either Party and the respective directors, officers, employees, accountants, attorneys, agents, and controlling persons of either Party. The Service Provider agrees to keep all such confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after contract performance, any such confidential business information or trade secrets. Service Provider shall be responsible for any breach of this Agreement by any of its Representatives (including Representatives who,

subsequent to the first date of disclosure of Confidential Information hereunder, become former Representatives).

In the event that Service Provider becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any Confidential Information, Party shall provide CENIC with prompt written notice thereof (unless such notice is prohibited by law) so that CENIC may seek a protective order or other appropriate remedy, or both, or waive in writing compliance with the provisions of this Agreement. Failing the entry of a protective order or other appropriate remedy or receipt of a written waiver hereunder, Service Provider shall furnish only that portion of the Confidential Information which it is advised by its legal counsel it is legally required to furnish and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. All Confidential Information shall be, and shall remain, the property of CENIC.

2. Return of Confidential Information. Upon the decision to purchase or not purchase Services, Service Provider shall deliver all records, data, information, and other documents produced or acquired during the performance of this Agreement and all copies thereof to CENIC or certify in writing that all copies of the Confidential Information have been destroyed. Service Provider may return Confidential Information, or any part thereof, to CENIC at any time, except as may be required by applicable legal or regulatory requirements. Such material shall remain the property of CENIC.

3. No Further Rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise or any warranty in or to the Confidential Information except as may otherwise be provided herein.

4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of California without giving effect to its conflict of laws principles.

5. Notice. Any notices required by this Agreement to be given by Service Provider shall be by hand or via overnight delivery or sent by first class mail, return receipt requested as follows:

Louis Fox  
President and Chief Executive Officer  
CENIC  
16700 Valley View Ave., Suite 400  
La Mirada, CA 90638

6. Term. This Agreement shall remain in effect until terminated with 30 days written notice by either party except that Section 1 above shall survive such termination.

**IN WITNESS WHEREOF**, Service Provider has caused this Agreement to be signed and delivered by its respective duly authorized representative as of the Effective Date first set forth below.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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