

**AOC Vendor Confidentiality Agreement**

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*This Confidentiality Agreement is a non-negotiable document which will be incorporated into the Contract awarded as a result of ACQ-2016-0701-RFP (the "Contract"). Each Staff (as defined in the Contract) member working on the Project will be required to sign a copy of this Confidentiality Agreement. Any Staff replaced during any term of the Contract will also be required to sign this Confidentiality Agreement. Original signed copies must be provided to the AOC Contract Administrator by Contractor within ten business days following the Effective Date of the Contract for the initial Staff and prior to a replacement Staff member starting work.*

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As a Vendor employee or Subcontractor working under a Contract with the Administrative Office of the Courts (AOC), I understand that I may have access to confidential information and records such as court case files, the Judicial Information System, databases of other organizations, security plans and procedures, and other AOC and judicial branch administrative records in files and databases.

I further acknowledge that, in the course of performing work for the AOC, I may have access to confidential information that is proprietary to AOC or to third parties and this confidential information may include, without limitation, software and related documentation, private details about individuals, or business methods of AOC.

I agree to treat such confidential information as the valuable confidential and proprietary property of AOC, providing access only to those individuals who have signed a Confidentiality Agreement and with a need to know for the purpose of performing work for AOC. I agree to use any confidential information only as necessary to perform work for AOC. I agree to return all proprietary and confidential information that I possess upon termination of my work for AOC, upon AOC's request or upon termination by the company for which I am employed. By signing this Confidentiality Agreement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as Vendor employee or subcontractor.
2. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my work with the AOC. I understand that:
  - a. I may divulge confidential information to authorized judicial officers, court, and probation employees as necessary to perform my work under the Contract.
  - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
  - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
  - d. After the expiration or earlier termination of the Contract, I may not divulge confidential information obtained during the course of my work under the Contract.

3. I agree to hold in confidence information and materials (collectively, "Work Information"), if any, developed for AOC. All Work Information shall remain the property of AOC and shall be returned to AOC promptly upon termination of my work for AOC.

4. I recognize and agree that the disclosure of confidential and propriety information by me or any other person may give rise to irreparable injury to AOC, inadequately compensable in damages and that, accordingly, hereby consent to AOC obtaining injunctive relief as well as any other legal remedies which may be available for a potential, alleged or actual unauthorized disclosure of such information.

5. I understand and agree that a breach of confidentiality may be grounds for my immediate removal from the Contract work and loss of access to the AOC facility and network, and/or termination of the Contract.

6. I agree to consult the AOC project manager regarding any questions I may have concerning decisions about whether particular information may be disclosed. I agree to notify the AOC project manager immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this is on my part or on the part of another person.

7. I agree that any works made by myself or under my direction for AOC shall be the sole and exclusive property of AOC, that any and all patents, copyrights, and other intellectual property rights (including renewal rights) shall belong to AOC, and that such works shall be considered "works made for hire" under the copyright laws of the United States. If any such works are not covered under the works made for hire provision of the copyright laws of the United States, I hereby assign my rights to AOC. I further agree to execute any such documents necessary to vest full and exclusive title in such works to AOC.

8. The provisions of this Confidentiality Agreement shall survive the expiration or termination of the Contract and this Confidentiality Agreement.

This Confidentiality Agreement does not in any way abridge existing obligations including, but not limited to, applicable court rules and statutes.

\_\_\_\_\_  
Vendor Staff Signature

\_\_\_\_\_  
Vendor Staff Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_ is authorized access to confidential information.

\_\_\_\_\_  
Vendor Staff Name (Print)

\_\_\_\_\_  
AOC Project Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
AOC Project Manager Name (Print)