

# COAST COMMUNITY COLLEGE DISTRICT

## STANDARD CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

The Coast Community College District (“DISTRICT”) and \_\_\_\_\_ (“CONTRACTOR”), hereby agree to this Confidentiality / Non-Disclosure Agreement (“AGREEMENT”), and particularly to the following terms and Conditions. DISTRICT and CONTRACTOR are referred herein individually as “PARTY,” and collectively as the “PARTIES.”

WHEREAS, except as DISTRICT may be required to disclose under the California Public Records Act, DISTRICT is the custodian and/or owner of certain confidential and/or technical data (“CONFIDENTIAL INFORMATION”) concerning \_\_\_\_\_ and which DISTRICT is required by Federal and State law to maintain such confidentiality;

WHEREAS, the CONFIDENTIAL INFORMATION of DISTRICT is not public knowledge and will be disclosed only under the terms of this AGREEMENT;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained, experienced, and competent to perform the special services required;

WHEREAS, both DISTRICT and CONTRACTOR consider it desirable to enter into a [Name of Agreement], requiring access to at least some of the other's information for such [Name of Agreement];

NOW, THEREFORE, DISTRICT and CONTRACTOR agree as follows:

- 1.The effective date (“EFFECTIVE DATE”) of this AGREEMENT is \_\_\_\_\_.
- 2.The CONFIDENTIAL INFORMATION disclosed by DISTRICT to CONTRACTOR under this AGREEMENT is described as \_\_\_\_\_, and includes all records, documents, and information, such as student records, employee records, financial matters, contracts, or other information about DISTRICT, its campuses, students, outside entities, or other parties.
- 3.This AGREEMENT controls all CONFIDENTIAL INFORMATION disclosed between the EFFECTIVE DATE and \_\_\_\_\_.

4. CONTRACTOR shall receive CONFIDENTIAL INFORMATION under this AGREEMENT, and shall use the CONFIDENTIAL INFORMATION only for the purpose of: \_\_\_\_\_.

5. CONTRACTOR shall protect the CONFIDENTIAL INFORMATION using the highest degree of care, and no less than a reasonable degree of care, such as that care CONTRACTOR uses to protect its own similar confidential information, and to prevent any use not authorized herein, dissemination to any employee of CONTRACTOR without a need to know, or communication to any third party or any publication of this CONFIDENTIAL INFORMATION. CONTRACTOR shall use commonly accepted business practices and processes for data security, and for the encryption of CONFIDENTIAL INFORMATION. CONTRACTOR shall exercise reasonable care, customary to contemporary data security business practices in the maintenance of security of CONFIDENTIAL INFORMATION in compliance with all applicable federal and state law. CONTRACTOR acknowledges its obligation to provide this security for all CONFIDENTIAL INFORMATION.

6. CONTRACTOR shall have a duty to protect CONFIDENTIAL INFORMATION which is either (a) disclosed by DISTRICT in writing, and marked as "Internal Data," "Strictly Private," "Proprietary," "Confidential," or with a comparable legend at the time of disclosure, or (b) disclosed by DISTRICT in any other manner, identified as confidential at the time of disclosure and communicated to the proper CONTRACTOR representative named in the [Name of Agreement].

7. CONTRACTOR agrees to hold in full confidence all CONFIDENTIAL INFORMATION disclosed to it by DISTRICT, and further agrees not to disclose CONFIDENTIAL INFORMATION to third parties or use CONFIDENTIAL INFORMATION for any other purpose in perpetuity. However, CONTRACTOR may disclose CONFIDENTIAL INFORMATION to any of its own employees and officers that are assisting CONTRACTOR in completing services under \_\_\_\_\_ (OTHER AGREEMENT), provided that such employees and officers shall have agreed to be bound by the terms of this AGREEMENT or have entered into an agreement of similar scope and obligations with CONTRACTOR to protect CONFIDENTIAL INFORMATION of the employer or the confidential information of third parties in the employer's possession.

8. The points of contact for transmitting and/or receiving CONFIDENTIAL INFORMATION, and for NOTICE to DISTRICT are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The points of contact for transmitting and/or receiving CONFIDENTIAL INFORMATION and for NOTICE to CONTRACTOR are:

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9. Upon completion of work to be performed by CONTRACTOR, all CONFIDENTIAL INFORMATION provided by DISTRICT to CONTRACTOR for the performance required under \_\_\_\_\_ (OTHER AGREEMENT) shall be destroyed/ deleted by CONTRACTOR, including complete or partial electronic records, disks, or other storage media that contains CONFIDENTIAL INFORMATION.
10. CONFIDENTIAL INFORMATION shall remain the exclusive and sole property of DISTRICT.
11. DISTRICT DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO, AND DOES NOT WARRANT, ANY CONFIDENTIAL INFORMATION PROVIDED, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, DISTRICT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM RECEIPT OR USE OF CONFIDENTIAL INFORMATION BY CONTRACTOR.
12. In the event of a breach, threatened breach, or intended breach of this AGREEMENT by CONTRACTOR, DISTRICT, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach, or intended breach.
13. The validity and interpretation of this AGREEMENT, and the legal relations of the PARTIES shall be governed by the laws of the State of California, with venue in Orange County, California. If any portion of this AGREEMENT is held invalid and unenforceable, such holding shall not affect the validity of the other portions of the AGREEMENT.

14. This AGREEMENT is not assignable and states the entire agreement between the PARTIES as to its subject matter, and merges with previous communications, with respect to their obligations under the \_\_\_\_\_ (OTHER AGREEMENT) agreed upon.
15. This AGREEMENT is binding upon both DISTRICT and CONTRACTOR, and upon the directors, officers, employees, and agents of each. This AGREEMENT may be terminated pursuant to the terms for termination specified in the \_\_\_\_\_ (OTHER AGREEMENT) concerning the confidential data contemplated by this AGREEMENT. However, CONTRACTOR's obligations of confidentiality and restrictions on use of the information disclosed by the disclosing PARTY shall survive the termination of this AGREEMENT in perpetuity.

COAST COMMUNITY COLLEGE DISTRICT

CONTRACTOR

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

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

Name:

Name:

President, Board of Trustees

Title:

Date:

Date: