**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013, is entered into by and between the Judicial Council of California, Administrative Office of the Courts (“AOC”) and

Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Company”).

For good and adequate consideration, the receipt of which is acknowledged,

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of Company, agree as follows:

 (NAME OF PERSON SIGNING THIS AGREEMENT)

**1. Definition**. "Confidential Information" means certain information identified as confidential by the AOC that is part of the AOC’s request for proposal number HR-2013-01-RB, Judicial Branch Workers’ Compensation Third Party Administrator (“RFP”).

**2. Non-Disclosure**. Company will not make copies of or disclose, publish or disseminate Confidential Information to any third person or entity. Company will not use the Confidential Information for any purpose other than responding to the RFP. Company will take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. Company acknowledges and agrees that nothing contained in this Agreement will be construed as granting it any rights, by license or otherwise, to any Confidential Information.

**3. Equitable Relief**. Company acknowledges that all of the Confidential Information is owned solely by AOC (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Company agrees that AOC will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

**4. Entire Agreement**. This Agreement constitutes the entire agreement with respect to the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice-of-law rules or principles and the parties submit to the jurisdiction of the California courts. Company may not assign this Agreement or transfer any benefits hereunder, directly or indirectly (through acquisition, merger or otherwise), and any attempt to do so will be void without the prior written consent of AOC. The relationship of the parties is that of independent contractors, and not of agency, partners or the like.

**Company: Administrative Office of the Courts:**

(SIGNATURE) (SIGNATURE)

(PRINTED NAME) (PRINTED NAME)

(TITLE) (TITLE)