

**ATTACHMENT D  
CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT**

WHEREAS, \_\_\_\_\_ [individual] and \_\_\_\_\_ [entity] (collectively hereinafter “IND and ENT”) want to make a cost proposal as an offer to provide services to the Administrative Office of the Courts (“AOC”) to create non-derivative images and/or logos for use in the website located at www.\_\_\_\_\_ (the “Website”);

WHEREAS, in order to provide IND and ENT with information necessary to produce such proposal, AOC will share with IND & ENT proprietary and confidential information belonging to Texas Loves Children, Inc. (“TLC”) which information AOC is obligated to keep confidential;

NOW, THEREFORE, in consideration for the opportunity to make such proposal, IND and ENT agree as follows:

1. IND and ENT acknowledge that, as between the parties, TLC has created all aspects of the Website, including, without limitation, its design, functionality, and source code, and that, as between the parties, all aspects of such Website constitute TLC’s Proprietary Information and will remain the sole property of TLC, including, without limitation, the design, functionality, source code, ideas, techniques, processes, information management systems, methods for information organization, database structures, data, documents, and all other information related to the Website. Notwithstanding the above, all Website end-user information and informational content provided exclusively by AOC will remain the sole property of AOC.

2. IND and ENT agree that if AOC accepts the cost proposal of IND and ENT such that IND and/or ENT provide services to AOC to create non-derivative images and/or logos for use in the Website, AOC will own such images and/or logos, and IND and ENT will have no rights in or to any such images and/or logos. With the exception of such non-derivative images and/or logos, as between the parties, TLC will be the sole owner of every aspect of the Website, including, without limitation, its design, functionality, the source code and the resulting executable code, embedded software and programs, technical information (including functional and technical specifications, designs, drawings, analysis, research processes, computer programs, methods, ideas, “know how” and the like), improvements, discoveries, developments, designs, techniques, business information, materials, plans, and other information, and the same will constitute TLC’s proprietary information. Notwithstanding the above, all Website end-user information and informational content provided exclusively by AOC will remain the sole property of AOC.

3. IND and ENT agree that all information previously or hereafter furnished to IND and/or ENT by AOC or anyone on behalf of AOC pertaining in any way to the Website,

whether transmitted verbally or in writing, is the proprietary information of either TLC or AOC and not of IND and/or ENT.

4. IND and ENT agree that, as between the parties, TLC's proprietary information, as defined in Paragraphs 1-3 above, is the sole property of TLC and constitutes confidential information. IND and ENT agree to hold TLC's confidential information in the strictest confidence and further agree not to use or disclose TLC's confidential information to any person or entity except to their employees who have a need to know same in order to accomplish any tasks on behalf of AOC and who have been informed of and have agreed in writing to the confidentiality and nondisclosure obligations hereunder. Particularly, IND and ENT will not, directly or indirectly, reproduce (digitally or otherwise), copy, transmit, or disclose to others any portion of said confidential information without the prior written permission of TLC. IND and ENT will not sell, give, copy, or reuse any of said confidential information in total or in part for any purpose or for any party without the prior written permission of TLC. These obligations shall survive the completion of any services performed on behalf of AOC.

5. IND and ENT agree that neither will receive any license or other rights to any proprietary information now or hereafter owned by TLC or obtained by TLC pursuant to this Agreement.

6. IND and ENT agree that if any services are performed for AOC, IND and ENT will deliver to AOC all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other materials containing or disclosing any of TLC's proprietary information, at the conclusion of such services and will do so immediately upon request by AOC at any time or if no services are performed on behalf of AOC.

7. IND and ENT agree that TLC will retain the right to sell, license, or give any aspect of the Website, including, without limitation, the design and/or programming, to any other entity and/or person.

8. IND and ENT agree that they will not, nor will they permit any other person to, copy, decompile, reverse engineer, disassemble, rent, lease, loan, sell, distribute, sublicense, or otherwise recreate the Website, the TLC Website after which it is modeled, or any other website modeled after the Website or the TLC Website. IND and ENT agree that they are prohibited from using any network monitoring or discovery software to determine the site architecture of the Website, the TLC Website, or any other website modeled after the Website or the TLC Website, or to extract information about usage or users of any such website. IND and ENT agree that they are prohibited from using any robot, spider, other automatic device, or manual process to monitor or copy the Website, the TLC Website, or any other website modeled after the Website or the TLC Website. IND and ENT agree that they are prohibited from displaying the Website and the TLC Website to anyone for the purpose of creating any similar functions in another website.

9. IND and ENT agree that execution of this Agreement does not obligate AOC to disclose any proprietary information to IND and/or ENT, nor does it obligate AOC to purchase services from IND and/or ENT.

10. Because any services which may be performed by IND and/or ENT on behalf of AOC are personal and unique and because IND and/or ENT may have access to and become acquainted with TLC's proprietary information, AOC and/or TLC will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without bond, and without prejudice to any other rights and remedies that AOC and/or TLC may have for a breach of this Agreement.

11. This Agreement will be binding upon the heirs, executors, administrators and other legal representatives of IND and ENT and will be for the benefit of AOC, TLC, TLC's successors, and TLC's assigns.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[Individual]

**[ENTITY]**

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

Printed Name: \_\_\_\_\_

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