

## **ATTACHMENT B**

### **SUPREME COURT OF LOUISIANA OFFICE OF THE JUDICIAL ADMINISTRATOR**

#### **NONDISCLOSURE AGREEMENT**

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#### **Drug Court Case Management System Upgrades and Improvements Proposal No. LASC-DC001**

This Nondisclosure Agreement (hereinafter the “Agreement”) is entered into by and between \_\_\_\_\_ (hereinafter “Vendor”) and the Louisiana Supreme Court, Office of the Judicial Administrator (hereinafter the “Administrator”) for the purpose of preventing the unauthorized disclosure and/or use of confidential information provided by the Administrator to Vendor in connection with the development of a proposal pursuant to Proposal No. LASC-DC001.

#### **I. Definition of Confidential Information**

- A. For purposes of this Agreement, “confidential information” shall include any and all Drug Court Case Management System (DCCM) related tables, diagrams, reports, worksheets, records, layouts, screen shots, data files, documents, software, code structure, code language, documentation, and contents of the DCCM application and database.
- B. Confidential information shall also include any information provided to Vendor by the Administrator which is labeled “Confidential.”
- C. In the event confidential information is transmitted by the Administrator to Vendor orally, the Administrator shall promptly provide a writing indicating that such oral communication constitutes confidential information.

#### **II. Exclusions from Confidential Information**

- A. Vendor’s obligations under this Agreement do not extend to information that is:
  - 1. publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Vendor;
  - 2. discovered or created by Vendor before disclosure by the Administrator;
  - 3. learned by Vendor through legitimate means other than from the Administrator or the Administrator’s representatives; or
  - 4. is disclosed by Vendor with Administrator’s prior written approval.

### **III. Obligations of Receiving Party**

- A. Vendor shall hold and maintain confidential information as defined above in the strictest confidence for the sole and exclusive benefit of the Administrator.
- B. Vendor shall use confidential information solely for the purpose of developing a request for proposals pursuant to Proposal No. LASC-DC001.
- C. Vendor shall restrict access to confidential information only to those individuals with direct involvement in the preparation of a proposal pursuant to Proposal No. LASC-DC001, and Vendor shall require those persons to sign nondisclosure agreements with provisions at least as restrictive and protective of the Administrator's interests as those in this Agreement.
- D. Vendor shall not, without prior written approval of Administrator, use confidential information in any way for Vendor's own benefit or financial gain.
- E. Vendor shall not publish, copy, provide access to, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Administrator, any confidential information.
- F. Vendor shall return to Administrator any and all records, notes, discs, and other written, printed, or tangible materials in its possession pertaining to the aforementioned confidential information immediately upon the written request of the Administrator.

### **IV. Term**

- A. Vendor's duty to hold confidential information in confidence shall remain in effect until Administrator sends Vendor written notice releasing Vendor from this Agreement.

### **V. Relationships**

- A. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

### **VI. Severability**

- A. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

### **VII. Waiver**

- A. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has entered into this Agreement through an authorized representative.

## **VIII. Entire Agreement**

- A. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

### **FOR THE VENDOR:**

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Vendor Name

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Signature of Vendor's Authorized Representative

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Name of Vendor's Authorized Representative

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Date

### **FOR THE ADMINISTRATOR:**

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Signature of Administrator's Authorized Representative

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Name of Administrator's Authorized Representative

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Date