

ATTACHMENT 8
ONE-WAY NON-DISCLOSURE AGREEMENT

This one-way non-disclosure agreement (the “One-way NDA”), effective as of _____, (“Effective Date”) is entered into by the **Judicial Council of California** (“Disclosing Party”) on behalf of the Supreme Court of California and the Courts of Appeal (together the “Courts”) and,

Name: _____, (the “Receiving Party”)

located at

Address: _____

The Receiving Party hereto desires to participate in discussions regarding the request for proposals number RFP-COA-2023-01-RP (the “RFP”). During these discussions, the Disclosing Party may share certain proprietary information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this One-Way NDA, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition. "Confidential Information" means certain information identified as confidential by the Disclosing Party and Courts that is either (i) contained in the Disclosing Party’s RFP and attachments thereto, or (ii) disclosed to the Receiving Party by the Disclosing Party or Courts from discussions, video conferences, phone calls, or emails during the solicitation process as described in the RFP.

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

3. Equitable Relief. The Receiving Party acknowledges that all of the Confidential Information is owned solely by the Disclosing Party (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, the Receiving Party agrees that the Disclosing Party will have the right to obtain an immediate injunction enjoining any breach of this One-Way NDA, 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 One-Way NDA 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 One-Way NDA may not be amended except by the written consent of the Disclosing Party. This One-Way NDA 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. The Receiving Party may not assign this One-Way NDA 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 the Disclosing Party. The relationship of the parties is that of independent contractors, and not of agency, partners or the like.

IN WITNESS WHEREOF, the parties hereto have executed this One-Way NDA as of the date first above written.

DISCLOSING PARTY – THE COURTS
By the Judicial Council of California

RECEIVING PARTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____