

Confidential Information Agreement

THIS AGREEMENT (“Agreement”) is entered into on the date first below signed, by and between _____, (“recipient, “receiving party”) whose relationship to Pacific Union College is Employee/Student Employee, and Pacific Union College (“Disclosing Party,” “PUC”), a California Nonprofit Religious Corporation with principal place of business at One Angwin Avenue, Angwin, CA 94508.

The Recipient hereto desires employment with Pacific Union College wherein the Recipient will perform service for PUC in return for work experience or monetary gain (the “Transaction”). During this transaction PUC may share, or Receiving Party may be exposed to, certain confidential, protected, proprietary, or non-disclosable information (“Confidential Information”).

1. Definition of Confidential Information

- a. For the purpose of this Agreement, “Confidential Information” means any data or information that is any of the following:
 - i. Proprietary to PUC.
 - ii. Subject to Federal or State privacy laws, rules, or regulations.
 - iii. Subject to Pacific Union College privacy rules, mandates, or guidelines.
 - iv. Specifically stated as private and/or non-disclosable by the employee’s superior, whether orally or in writing.
 - v. Any plans, financial information, projections, operations, sales estimates, or business activities of PUC, any affiliates, or ay subsidiaries.
 - vi. Any designs, processes, procedures, formulas, improvements, technologies, or methods employed by PUC.
 - vii. Any concepts, reports, data, knowledge, works-in-progress, developmental tools, specifications software, source code, object code, flow charts, databases, inventions, information, or trade secrets.
 - viii. Any other information that should reasonably be recognized as confidential information of PUC.
- b. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.
- c. For the purposes of this agreement, PUC regards all of its confidential information also as trade secrets.

2. Disclosure of Confidential Information

- a. From time to time, PUC may disclose Confidential Information to the Receiving Party, or Receiving Party may be otherwise exposed to said Confidential Information. Receiving party shall:
 - i. Limit disclosure of any Confidential Information to PUC officers, directors, employees, agents, or representatives (“Representatives”) who have a need to know such Confidential Information in connection with current or contemplated business relationships.
 - ii. Advise any representatives receiving Confidential Information of its confidential nature and of the obligations set forth in the agreement.
 - iii. Keep all Confidential Information strictly confidential by using a degree of care equivalent to that of a fiduciary party.
 - iv. Refrain from disclosure of any Confidential Information except as provided for herein.

- b. Persons making any disclosure of confidential Information agree to share joint and several liabilities with the individuals to whom they disclose said Confidential Information.

3. Use of Confidential Information

- a. The Receiving Party agrees to use the Confidential Information solely in connection with its duties performed for Pacific Union College, and not for any purpose other than as authorized under this Agreement without prior written consent of an authorized representative of Pacific Union College.
- b. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder.
- c. Title to the Confidential Information shall remain solely in Pacific Union College.
- d. All uses of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information

- a. In the event the Receiving Party receives any pertinent and authorized governmental, judicial, or administrative order subpoena, discovery request, regulatory request or similar request, the Receiving Party shall promptly notify, to the extent possible, the Disclosing Party in writing of such demand so that the Disclosing Party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.
- b. Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, PUC with respect to any request for a protective order or other relief.
- c. Notwithstanding with foregoing, if Pacific Union College is unable to obtain, or does not seek a protective order after being given proper notice, and the Receiving Party is legally required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

- a. This agreement shall remain in effect for a one-year term, the inception of which shall be the most recent past beginning of the Pacific Union College Academic School Year as of the date below first signed, and terminated at the next arriving beginning of the Pacific Union College Academic School year as of the date below first signed.
- b. §5(a) notwithstanding, the Receiving Party's duty to hold in confidence any Confidential Information disclosed during the term shall remain in effect indefinitely.

6. Remedies

- a. Both parties acknowledge that the Confidential Information disclosed under this agreement is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information, or subject Pacific Union College not only to statutory and legal exposure, but also to damaged public relations. As a result, the damages to PUC that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate.
- b. For the reasons resented in §6(a), both parties hereby agree that the Disclosing party shall be entitled to injunctive relief, preventing the dissemination of any Confidential Information in violation of the terms hereof.
- c. Any injunctive relief requested under §6(b) shall be in addition to any other remedies available hereunder, whether at law or at equity, none of which are waived by way of §6.
- d. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information

- a. At the soonest of termination of this agreement, completion or termination of the transaction, or by request of the Disclosing Party, Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder, including, non-inclusively:
 - i. Notes.
 - ii. Summaries.
 - iii. Memoranda.
 - iv. Drawings.
 - v. Manuals.
 - vi. Records.
 - vii. Excerpts.
 - viii. Derivative Information deriving therefrom from any of the above.
- b. Upon request and written consent from the Disclosing Party, and pursuant to all pertinent terms in §7(a), the Receiving Party will immediately destroy any of the foregoing embodying Confidential Information, whereupon the Receiving Party shall certify in writing such destruction.

8. Notice of Breach

- a. Receiving Party shall notify PUC immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party, and will cooperate with efforts by Pacific Union College to help PUC regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction

- a. Both parties recognize and agree that this Confidentiality Agreement creates no legal obligation of any kind between the parties with respect to an underlying transaction. This is not a guarantee or promise of employment, or guarantee or promise to execute a contract for an underlying transaction, and does not create a joint venture or partnership between the parties.

10. No Obligation to Disclose Confidential Information

- a. Nothing in this agreement shall be construed to indicate that the Disclosing Party is obligated to disclose any Confidential Information whatsoever.

11. Merger and Integration

- a. This Agreement constitutes the entire understanding between the parties, and supersedes any and all prior or contemporaneous understanding and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

12. Modification

- a. This Agreement may only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

13. Choice of Law, Forum, and Venue

- a. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict or choice of law provisions hereof.
- b. The Federal and State courts located in California shall have sole and exclusive jurisdiction over any disputes arising under the terms of this agreement, and both parties explicitly consent to personal jurisdiction thereof.
- c. Both parties agree that litigating any dispute over the validity, construction, or performance of this agreement in the courts of Napa County poses no hardship and that such is a convenient and appropriate location for any related trial.

14. Waiver

- a. No failure by either party to enforce any right or provision of this Agreement will constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

15. Severance

- a. Both parties find the provisions of this Agreement reasonable for the purposes of protecting the Confidential Information contemplated, and state that they have signed this agreement without being subject to undue pressure.
- b. Notwithstanding the foregoing if any provision of this Agreement is found to be unenforceable for any reason, such provision will be modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. If such a provision cannot be so modified, rewritten, or interpreted to be enforceable in any respect, it will not be given effect and the remainder of the Agreement will be enforced as if such provision was not included.

16. Notice

- a. Any notice to be delivered to Pacific Union College shall be delivered in writing, certified mail, and postage prepaid to the following address:
 Pacific Union College
 Department of Financial Administration
 One Angwin Avenue
 Angwin, California 94508
- b. All such notice or communications shall be deemed to have been given and received on the seventh business day following such a mailing.

17. Headings

- a. Headings used in this Agreement are for reference only, and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound hereby, have executed this Agreement as of the date first below signed.

Disclosing Party
Pacific Union College

Receiving Party - Employee Date

Print Name: _____

Print Title: _____
