

ATTACHMENT A

BROADBAND INTERNET SERVICE PROVIDER (ISP) NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“NDA”) is entered into as of the last signature date below (“Effective Date”), between the County of Nevada, a political subdivision of the State of California (hereinafter “County”), and [NAME OF INTERNET SERVICE PROVIDER] (hereinafter the “ISP”, collectively “Parties”).

WHEREAS, ISP wishes to provide County with certain confidential information related to its network data to facilitate discussions of potential broadband network expansion within the County.

WHEREAS, County wishes to receive such information to have informed conversations with the ISP about potential broadband network expansion within the County.

THEREFORE, the parties agree as follows:

1. Provision of Confidential Information.

- “Confidential Information” means data of any kind, including written records, whether hardcopy or digital, spreadsheets, images, photographs, and maps, which is (i) provided by the ISP to the County pursuant to this NDA; (ii) non-public, confidential, or proprietary to the ISP; and (iii) marked as confidential by the ISP. “Confidential Information” does not include information which County obtains from other sources, regardless of whether it is additionally provided by ISP under this Agreement.
- If the ISP provides any Confidential Information to the County, the ISP will clearly indicate in writing which records are confidential, prior to or concurrent with the provision of information to the County.
- Confidential Information provided under this Agreement is not provided pursuant to state statute or county charter.

2. Destruction of Confidential Information.

- County will destroy Confidential Information received under this NDA within five (5) business days of receiving a written request from the ISP or upon determination by the County Information and General Services (IGS) Agency Director. In the event of a Public Records Act request for Confidential Information is received before County has destroyed Confidential Information, County will not destroy Confidential Information under this Section of the Agreement, but will instead follow Section 4 of this Agreement.

3. Nondisclosure of Confidential Information. Except as otherwise provided herein:

- The County will not discuss, disclose, publish, or disseminate any Confidential Information received or accessed under this NDA to anyone other than the ISP.
- The County will not use the ISP’s Confidential Information except for the purpose for which it was disclosed. It is understood by the Parties that the Confidential Information is being disclosed for the purpose of, among other things, enabling County to better understand the service provided by the ISP; to learn of improvements to the service made or planned to be made by the ISP; and to work with the ISP to identify where there may be a need for additional changes to further improve service quality. Nothing in this NDA prohibits County from sharing the Confidential Information with any other member of the Rural Counties Coalition (Mono, Placer and Nevada Counties and the Towns of Truckee and Mammoth Lakes) that has signed an NDA, in substantially the

- /form of this Agreement, with the ISP. County may use or disclose summary/aggregated information obtained pursuant to this NDA, together with information that is publicly available and/or otherwise known to County, to convey general trends, issues or progress being made.
- The Confidential Information conveyed to the County will remain subject to this NDA so long as such information remains nonpublic, confidential, or proprietary to the ISP.
4. Public Request Procedure. If the County receives a request for Confidential Information pursuant to the California Public Records Act or a court order (e.g., subpoena) for Confidential Information, the Parties agree to the following process and responsibilities:
 - The County will notify the ISP of the request in writing within five (5) business days of County's receipt of the request.
 - If the ISP wishes to prevent the disclosure of the requested Confidential Information, the ISP is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Nevada County before the County's deadline for responding the request.
 - If the ISP provides the County with a judicial order (such as a protective order) prohibiting disclosure of the Confidential Information, the County will adhere to that order.
 - If the ISP does not provide the County with a judicial order prohibiting disclosure of the requested Confidential Information, the County has no obligation to maintain the confidentiality of the Confidential Information, and the County may comply with the request and provide the Confidential Information to the requesting party.
 - The ISP further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the ISP.
 5. Breach and Remedies. Both Parties agree that monetary damages would be inadequate to compensate the ISP for any breach of this NDA and that any such breach shall cause irreparable injury to the ISP. In addition to any other remedies that may be available for such breach, and without proving actual damages, the ISP shall be entitled to obtain injunctive relief against the continued or threatened breach of this NDA.
 6. No Rights or License. Neither this NDA nor any disclosure of Confidential Information made under it grants County any right or license under any trademark, copyright, or patent now or subsequently owned or controlled by the ISP.
 7. No Commitment. This NDA does not require either Party to disclose or receive Confidential Information, perform any work, or enter into any business engagement or other agreement.
 8. Termination. Either Party may terminate this NDA by providing thirty (30) days written notice to the other party, however the Confidentiality Period and any other terms of this NDA which by their nature extend beyond its termination shall remain in effect.
 9. Governing Law. This NDA is governed by and shall be construed in accordance with the laws of the State of California.
 10. Disputes. Regarding any disputes which arise out of this NDA, each party consents to the exclusive jurisdiction of Nevada County Superior Court. Each Party waives any federal original or removal jurisdiction it may have.

11. No Assignability. Neither Party may assign its obligations under this NDA without the other's prior written consent. Only a written agreement signed by both Parties can modify this NDA.
12. Merger Clause. This NDA is the Parties' complete agreement regarding Confidential Information and replaces all prior agreements. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all disclosures of Confidential Information under this NDA are subject to it.
13. Electronic Signature. This NDA may be signed in counterparts and/or electronically, in accordance with California state law requirements for e-signatures.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**INTERNET SERVICE PROVIDER
("COMPANY")***

COUNTY OF NEVADA ("COUNTY")

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Signature

Print Name

Title

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

APPROVED AS TO FORM
NEVADA COUNTY COUNSEL'S OFFICE

Signature

Print Name

Date: _____