Attachment F

Confidentiality and Non-Disclosure Agreement

for The State Bar of California

In connection with the RFP for a Telephony Refresh P	roject ("RFP") the State Bar of California
("State Bar") will provide	("Company") access to
confidential information under the terms and conditions of this Confidentiality and Non-	
Disclosure Agreement ("NDA").	

Confidential information ("Information") means and includes, but is not limited to, the additional confidential and proprietary intellectual property regarding existing installations that is provided by the State Bar after submission of this agreement. All Information disclosed by the State Bar is and at all times will remain the sole and exclusive property of the State Bar. Without the State Bar's prior written consent, Company will not: (i) disclose to any person or entity the substance or import of the Information; (ii) use any Information to access or obtain additional information outside the purpose contemplated by this NDA; (iii) duplicate, distribute or otherwise reproduce any Information in any way.

Company agrees that it will retain all Information provided in connection with the RFP in the strictest confidence, and will neither use nor disclose such Information to anyone other than those who, in each case, need to know the Information for the purpose of responding to this RFP. Company will use its best efforts to ensure that such individuals adhere to the NDA, and Company agrees that it will be responsible for any breach of this NDA by any of its employees, agents, authorized representatives or permitted assignees or subcontractors.

Information does not include confidential information that: (i) is or becomes generally known and available to the public other than as a result of any breach by Company of this NDA; (ii) is subsequently learned from a third party who is under no obligation of confidentiality with respect to such Information; (iii) was known by Company under no obligation of confidentiality prior to disclosure by the State Bar hereunder; or (iv) was generated independently by Company without reference to the State Bar's Information.

Upon submission of a proposal to the RFP, or if the State Bar so requests, whichever occurs first, Company will promptly, and at its own expense: (i) redeliver to the State Bar all copies of the Information in Company's possession, whether such Information is in written, electronic, digital or other form or format; (ii) destroy any and all analyses, compilations, studies, or other documents in any form or format that were prepared by or for the use of Company which contain or reflect any Information; and (iii) certify such destruction to the State Bar in writing by an authorized officer of the Company who supervised such destruction, as well as the return of all copies as specified above.

Company's confidentiality obligations hereunder will be continuing and will survive expiration or termination of the NDA.

Company acknowledges and agrees that the remedy at law for any breach of this NDA is inadequate and that, in addition to monetary damages, including but not limited to special, incidental, consequential or punitive damages, and any other available relief at law, whether based in contract, tort or otherwise, the State Bar will be entitled to specific performance, injunctive relief or any other equitable remedy without the need to (i) prove actual damages and/or (ii) post any bond or other security deposit in connection with such remedy.

Notwithstanding the foregoing, this NDA will not prohibit Company from disclosing any Information if required by an appropriate legal or regulatory authority, provided that, prior to any disclosure: (iii) Company provides the State Bar with prompt written notice of the required disclosure so that the State Bar may seek such protective order as it may deem appropriate; and (iv) disclosure of any Information is limited only to the extent legally required and Company uses its best efforts to obtain assurances that confidential treatment will be accorded such disclosed Information.

This NDA will be governed and construed in all respects in accordance with the laws of the State of California without regard to its conflict of laws principles.

This NDA will be effective as of the last date written below.

"[NAME OF CONTRACTOR]"
By
Name
Title
Date