

**Information and Referral Federation of Los Angeles (dba 211 LA County)
PROPRIETARY ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name:

211 LA County Contract:

Agency Representative Name:

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with 211 LA County *for the purposes of exploring future software needs and leasing ventures*. 211 LA County requires your signature on this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract.

I understand and agree that I am not an employee of 211 LA County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the 211 LA County by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the 211 LA County pursuant to any agreement between any person or entity and 211 LA County.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentations and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by 211 LA County, I agree to promptly execute and deliver to 211 LA County all papers, instruments, and other documents requested by 211 LA County, and to promptly perform all other acts requested by 211 LA County to carry out the terms of this agreement, including, but not limited to, executing and assignment and transfer of copyright in a form substantially similar to the attached hereto and incorporated herein by reference.

211 LA County shall have the right to register all copyrights in the name of Information and Referral Federation of Los Angeles, inc. dba 211 LA County and shall have the right to assign, license, or otherwise transfer any and all of 211 LA County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that 211 LA County may seek all possible legal redress.

SIGNATURE: _____ DATE: ___/___/___

PRINTED NAME: _____

POSITION: _____