

**PROPRIETARY INFORMATION AGREEMENT
BETWEEN
THE CITY OF FOLSOM
AND**

**(Contractor)
SF-10**

The City of Folsom (hereinafter referred to as City) wishes to receive _____ from _____ (hereinafter referred to as Contractor) certain technical information claimed by the Contractor to be proprietary and hereinafter referred to as "Proprietary Data". Submittal of Proprietary Data by Contractor to City is required by the construction contract for testing, operating, and maintaining equipment, equipment assemblies and systems constructed under the contract. Contractor and City agree for a period of _____ years as follows:

1. The proprietary data is submitted to the City based on the understanding that the City would not disclose the same to others outside the City, nor reproduce the contents of said proprietary data or provide copies thereof to others outside the City without authorization from Contractor. Contractor claims proprietary rights in the contents of the proprietary data as a basis for preventing disclosure of the contents thereof to others. Contractor understands that the City has reservations as to the propriety of excluding the proprietary data from disclosure under the California Public Records Act (Government Code, Section 6250, et seq.).

2. The City may make such disclosure or reproduction of the proprietary data as is reasonably necessary or convenient to operate and maintain the subject equipment and to otherwise fully enjoy the use and benefit of the subject equipment.

3. Except as provided in paragraph 2, above, if any person makes a proper request to review or be provided with copies of the proprietary data or any part thereof, immediately upon notification thereof, Contractor agrees to defend the City and its officers, agents, and employees against any action resulting from denial of such request. If Contractor fails to promptly provide such defense, the City, its officers, agents, and employees shall be free to grant such requests.

4. Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from the performance of this agreement.

EXECUTED on this _____ day of _____, 20____,

CITY OF FOLSOM _____ (Contractor) _____

By _____ By _____

Title _____ Title _____