

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Viejas Enterprises a wholly owned and operated by the Viejas Band of Kumeyaay Indians, a federally recognized Indian tribe that retains its sovereign immunity from unconsented suit (“Viejas”) welcomes the collaboration with <Name of Vendor> (“xxxxx”) in providing services to Viejas. In order to protect the confidentiality and ownership of Viejas’ proprietary and confidential information, <Name of Vendor> agrees to comply with and to be bound by the following terms regarding the non-disclosure of proprietary and confidential information to which <Name of Vendor> may have access. WHEREAS, <Name of Vendor> agrees as follows:

1. Confidential Information shall include, but not be limited to any and all types of written, digital, computer-based and oral documents, files, communications, plans, drawings, or specifications that directly or indirectly pertain to or relate to the Viejas Indian Reservation, any of Viejas’ proprietary interests, the operation of Viejas’ businesses and government, or to Viejas tribal members or other individuals in any manner whatsoever. Confidential information also shall include, but not be limited to any and all financial documentation, records, materials <provide a list of document examples> which <Name of Vendor> observes, directly or indirectly, or which Viejas discloses or provides to <Name of Vendor> .

Confidential Information shall *not* include any information which <Name of Vendor> obtains from a public source or which has been rightfully and legally obtained by <Name of Vendor> from a third party prior to the date of this Agreement. Confidential Information shall also exclude information which <Name of Vendor> independently develops without use of or reference to Viejas’ Confidential Information, as shown by documents and other competent evidence in <Name of Vendor> ’s possession. Confidential information does not include information that <Name of Vendor> is required by law to disclose, provided that <Name of Vendor> gives Viejas immediate written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

2. <Name of Vendor> agrees that the Confidential Information provided by Viejas to <Name of Vendor> is conditioned upon <Name of Vendor> ’s agreement 1) to keep all the Confidential Information strictly confidential; 2) not to disclose such information to any third party, in any manner whatsoever, either directly or indirectly; and 3) that the Confidential Information shall be used only by <Name of Vendor>.

3. <Name of Vendor> further agrees not to photocopy, reproduce, broadcast, publish, e-mail, disseminate, distribute, release or disclose (collectively “Release”) any Confidential Information, or any part thereof, to any third party unless Viejas gives its prior written approval for such Release.
4. <Name of Vendor> ’s obligations pursuant to this Agreement shall continue in perpetuity and shall be binding upon its officers, directors, agents, employees, successors and assigns.
5. In the event <Name of Vendor> breaches any of the provisions of this Agreement, Viejas reserves the right to bring any and all legal and/or equitable actions against <Name of Vendor> and/or any individual as a result of such breach and <Name of Vendor> acknowledges that such breach shall result in immediate and irreparable damage to Viejas. Viejas shall be entitled to equitable relief by way of temporary and permanent injunctions, monetary damages and such other and further relief, at law and in equity, as a court of competent jurisdiction may deem just and proper. In addition to damages <Name of Vendor> agrees that Viejas shall be entitled to recover from <Name of Vendor> all of Viejas’ costs and expenses which arise out of or relate to such breach or action (including but not limited to reasonable attorney’s fees) whether or not such action is pursued to final judgment.
6. Viejas Enterprises is wholly owned and operated by the Viejas Band of Kumeyaay Indians, a federally recognized Indian tribe that retains its sovereign immunity from unconsented suit. Nothing in this Agreement is intended nor shall be interpreted to subject Viejas to the jurisdiction of the federal courts, the courts of the State of California or any other state or political subdivision thereof.

IN WITNESS WHEREOF, <Name of Vendor> agrees to all of the terms and conditions stated herein.

<Name of Vendor>

(Address)

By: _____

Its: _____

Dated: _____