

## NONDISCLOSURE AGREEMENT

This Agreement, which is to be effective as of November 13, 2008 (the "Effective Date"), is made and entered into by and between The Texas Youth Commission (TYC), whose address is: 4900 N. Lamar Blvd. Austin, TX and the Texas Conference of Urban Counties, Inc. (URBAN COUNTIES, PROPRIETOR), whose address is 500 W. 13<sup>th</sup> St., Austin, Texas 78701, for the benefit of Texas Conference of Urban Counties.

### RECITALS

1. PROPRIETOR is the holder of certain proprietary and confidential information concerning JCMS Software Requirements Specifications, Software Architecture Document, and other project artifacts related to the JCMS software (PROPRIETARY INFORMATION).

2. In order that TYC may evaluate the PROPRIETARY INFORMATION for the mutual benefit of the parties and enable the parties to evaluate the terms of a contemplated business relationship, it is necessary and desirable that PROPRIETOR disclose the PROPRIETARY INFORMATION to TYC.

### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. "CONFIDENTIAL INFORMATION" shall mean all information, data and materials concerning the PROPRIETARY INFORMATION disclosed to TYC in written or oral form, and all data, information and materials developed or acquired by TYC as a result of the TYC'S evaluation of the PROPRIETARY INFORMATION hereunder. TYC understands and acknowledges that the CONFIDENTIAL INFORMATION has been developed or obtained by PROPRIETOR by the investment of substantial time, effort, and expense and that the CONFIDENTIAL INFORMATION, either individually or in the aggregate, is a valuable asset of PROPRIETOR by virtue of it not being generally known. All trade secret, patent, copyright, trademark, and other intellectual property rights associated with the CONFIDENTIAL INFORMATION shall remain the exclusive property of PROPRIETOR, and neither this Agreement nor any disclosures made hereunder shall create any license or other rights to the same in TYC.

2. TYC agrees that all CONFIDENTIAL INFORMATION will be maintained in strictest confidence. TYC agrees not to use for its own benefit, nor to disclose or reveal to third parties, nor to publish, any such CONFIDENTIAL INFORMATION. The sole use of the CONFIDENTIAL INFORMATION shall be in furtherance of the parties' joint effort at evaluation of the PROPRIETARY INFORMATION hereunder. The foregoing restrictions shall not apply to information that TYC can demonstrate (1) to have been generally known prior to the date hereof; (2) has been in TYC'S possession prior to the date hereof; (3) becomes generally known through no act or omission by TYC; (4) is supplied to TYC subsequent to the date hereof by a third party not under an obligation of confidentiality; or (5) was independently developed by employees or agents of TYC without reference to or knowledge of any information, data, or disclosures made or developed hereunder.

3. TYC shall not copy or modify any CONFIDENTIAL INFORMATION without the prior written consent of PROPRIETOR. Upon completion of the evaluation of the CONFIDENTIAL INFORMATION, or sooner upon written demand by PROPRIETOR, all CONFIDENTIAL INFORMATION shall be delivered to PROPRIETOR or its designee, unless TYC and the URBAN COUNTIES execute an agreement for System Design Services for a Common Integrated Justice System as contemplated by this Agreement. TYC shall deliver to PROPRIETOR a signed written statement certifying compliance with the foregoing sentence within five (5) days after such completion or receipt of such written demand, as the case may be. Any data, documents or materials developed or acquired by TYC, other than data, documents or materials acquired from PROPRIETOR, during this evaluation and resulting from the disclosure of

CONFIDENTIAL INFORMATION as set forth herein shall remain subject to TYC'S obligations under this Agreement, but shall be the property of TYC.

4. With respect to TYC'S employees who require access to the CONFIDENTIAL INFORMATION in furtherance of the evaluation under this Agreement, TYC agrees to obtain from all such employees a confidentiality agreement obligating such persons to observe the same covenants of confidentiality contained herein.

5. This Agreement shall not create any agency, partnership, joint venture, or other relationship between the parties hereto. The disclosure provided for herein is not an option or an offer of any kind, and shall not result in any obligation on the part of either party to enter into any future agreement relating to the PROPRIETARY INFORMATION or CONFIDENTIAL INFORMATION, or to undertake any other obligation not set forth in a written agreement executed by the parties hereto. If no further agreements are entered into between the parties, the obligations of this Agreement shall continue in full force and effect until such time as the foregoing CONFIDENTIAL INFORMATION becomes part of the public domain other than by an act or omission by TYC.

6. It is the intention of the parties that this Agreement shall bind the respective officers, agents, employees, and representatives of the parties, and likewise shall bind any affiliated companies, partnerships, or other business entities and shall inure to the benefit of the parties, their successors and representatives. TYC shall not be entitled to assign its rights or obligations hereunder without the express written consent of PROPRIETOR.

7. TYC understands that the disclosure provided herein is on a non-exclusive basis, and that PROPRIETOR may disclose, both before and after the Effective Date hereof, the aforementioned PROPRIETARY INFORMATION to others under similar obligations of confidentiality.

8. The Urban Counties shall be entitled to injunctive and other equitable relief. Any such relief shall be in addition to, and not in lieu of, money damages or any other legal or equitable remedy available to the Urban Counties. If either party fails to enforce any provision of this Confidentiality Agreement, such failure is not a waiver of such provision, or of any other provision of this Confidentiality Agreement. No waiver of any breach of this Confidentiality Agreement is a waiver of any other or subsequent breach.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

10. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

WHEREFORE, this Agreement has been executed by the duly authorized representatives of the parties effective as of the Effective Date.

Texas Youth Commission:

Texas Conference of Urban Counties:

By:

[Redacted Signature]

Name: Cheryl K. Townsend

Title: Executive Commissioner

Date: \_\_\_\_\_

[Redacted Signature]

Approved As to Form, TYC Legal

By:

[Redacted Signature]

Name:

Donald Lee

Date:

1/29/09



# TEXAS YOUTH COMMISSION

CHERYLN K. TOWNSEND  
*Executive Commissioner*

November 14, 2008

Charles Gray  
Program Manager  
Texas Conference of Urban Counties  
[REDACTED]

Dear Mr. Gray:

Please find enclosed with this letter the Non-Disclosure Agreement regarding the Juvenile Case Management System (JCMS) project executed by TYC. Kindly execute and return to Mr. Burton at the address listed below.

I have also included a copy of the Confidentiality Agreement that TYC employees execute. Unless you indicate to the contrary, TYC will proceed with the understanding that this Confidentiality Agreement satisfies the requirements of Section 4 of the Non-Disclosure Agreement.

Through operation of law, this Non-Disclosure Agreement is subject to Chapter 551 of the Texas Government Code, the Texas Public Information Act. This letter will be retained with TYC's contract file for this Non-Disclosure Agreement to memorialize TYC notifying your organization of these requirements.

It was a pleasure meeting you yesterday and speaking with you today. If you have any questions regarding this letter, please do not hesitate to contact me at (512) 424-6176.

Sincerely,

[REDACTED]  
Kenneth Stewart  
Staff Attorney  
Texas Youth Commission

cc: Christopher Burton  
Director Business and Support Services  
Texas Youth Commission  
[REDACTED]

Lisa Capers  
Deputy Executive Director and General Counsel  
Texas Juvenile Probation Commission

January 28, 2009

**Chairman**

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**Executive Director**

Donald Lee

**Member Counties**

*Bell ~ Bexar*  
*Brazoria ~ Brazos*  
*Cameron ~ Chambers*  
*Collin ~ Comal*  
*Dallas ~ Denton*  
*El Paso ~ Ellis*  
*Fort Bend ~ Galveston*  
*Grayson ~ Gregg*  
*Guadalupe ~ Harris*  
*Hays ~ Hidalgo*  
*Hunt ~ Jefferson*  
*Johnson ~ Kaufman*  
*Lubbock ~ McLennan*  
*Midland ~ Nueces*  
*Rockwall ~ San Patricio*  
*Tarrant ~ Travis*  
*Williamson ~ Wise*

Christopher Burton  
Director Business and Support Services  
Texas Youth Commission



**Re: Non-Disclosure Agreement regarding the Juvenile Case Management System (JCMS)**

Dear Mr. Burton:

Please find enclosed with this letter the signed Non-Disclosure Agreement regarding the Juvenile Case Management System (JCMS) project executed by Texas Conference of Urban Counties as requested.

Should you have any questions regarding this matter, please do not hesitate to contact me at (512) 476-6174.

Sincerely,



Charles Gray  
Program Manager  
Texas Conference of Urban Counties

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

[www.cuc.org](http://www.cuc.org)