

ITD EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Purpose

This agreement requires Information and Technology Department (hereinafter "ITD") employees with El Paso County, Texas (hereinafter "County") to protect Confidential Information obtained through or developed in the course and scope of their employment duties. In this agreement "Confidential Information" refers to any software program, programming language, invention, patent, product, copyright or intellectual property developed by any employee of the County's ITD in the scope of their employment duties. Intellectual property includes all information whether or not in writing of a confidential nature concerning the County's business affairs, law enforcement and public safety functionality, including its processes, projects, developments, and plans. Confidential Information also includes software programs, programming language, inventions, patents, or intellectual property developed for the County by any third party developer, vendor or independent contractor. Confidential Information, as defined above, includes information that is not patented, copyrighted, or trademarked by the County and includes technical data whether machine-readable or interpreted information, whether oral or visual in form.

Public funds have been invested into the development of Confidential Information. I understand the public's investment should not be exploited for personal gain. For this reason, I agree and understand that all Confidential Information should be protected and preserved for the public's benefit and agree to preserve said Confidential Information as set forth below.

Agreement

I, _____ (County ITD employee) acknowledge and agree that my employment or continued employment with the County is contingent upon my agreement to sign this Agreement and adhere to its provisions. I understand that the nature of the work product generated by the County's ITD is such that protection of its Confidential Information as defined herein is critical to the County.

Therefore, in consideration of my employment or my continued employment with the County which I acknowledge is employment at will (subject to the protections that I am entitled to receive under the El Paso County Civil Service Rules, if any), I agree to adhere to all provisions of this Agreement.

Non-Disclosure or Release of Confidential Information

(1) I agree that all Confidential Information, as defined herein, is and shall be the exclusive property of the County.

(2) I agree to retain all Confidential Information in the strictest confidence. I will not disclose or release any Confidential Information to any person other than for purposes related to the course and scope of my employment with the County and I will not use for my own purposes or for purposes other than those to perform my job duties, any Confidential Information which I have developed, used in the course and scope of my employment, or acquired. I further agree that the obligation to not disclose Confidential Information

Initials _____

as per this agreement continues in effect following the separation of my employment with the County unless I obtain the prior written consent from the County.

(3) I agree that I will use my best efforts to prevent unauthorized publication or disclosure of any of the County's Confidential Information.

(4) I agree that upon the request of the County or separation of my employment with the County, I will immediately return to the County all of the materials, including all copies in whatever form, containing Confidential Information which are in my possession or under my control.

Confidential Information Developments

(1) I agree to not disclose or release without permission from the County any modifications, improvements or enhancements to Confidential Information (all of which are collectively referred to in this Agreement as "Developments"), whether patentable, patented, or not, which are created, made, conceived or reduced to practice by me or under my direction or jointly with others during my employment with the County.

(2) I fully understand and acknowledge that all Confidential Information Developments created in the course of my employment with the County either by me or others working for or on behalf of the County remain the sole exclusive property of the County.

Not Employment Contract

I acknowledge and understand that this Agreement does not constitute a contract of employment, does not imply that the County will continue my employment for any period of time and does not change the at-will nature of my employment, which is also subject to the protections that I am entitled to receive under the El Paso County Civil Service Rules, if any.

Miscellaneous

I agree to cooperate fully with the County with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Confidential Information and developments of Confidential Information.

This Agreement supersedes any and all prior agreements, written or oral, between myself and the County relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by myself and the County and approved by the El Paso County Commissioners Court. I agree that any change or changes in my duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

Initials _____

Approved and Adopted by the El Paso County Commissioners Court on the 4th day of March, 2013 on behalf of the County as a requirement of employment or continued employment for all employees of the El Paso County Information Technology Department.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF ITS PROVISIONS:

EMPLOYEE

Printed Name

Signature

Date: _____

Initials _____



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Discuss and take appropriate action to adopt Confidentiality Agreement form for new and current Information Technology Department [ITD] employees [2013-0007]

ADDITIONAL BACKGROUND:

Commissioner's Court had during one or more of the ITD Department special meetings discussed protecting software programs developed by County ITD from disclosure and use by non-county entities. The confidentiality agreement is intended as a first step in providing such protection

FISCAL IMPACT: NONE

PRIOR COURT ACTION: NONE

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0007

CONTRACT TITLE: ITD Employee Confidentiality and Non-Disclosure Agreement Form

SECOND PARTY: Form contract to be entered into by various parties

CONTRACT TYPE: Services

TERM AND BUDGET DETAILS

TERM: Until Completion

EXTENSION OPTIONS (If Applicable): N/A - None Available/Remaining

EFFECTIVE DATE:

EXPIRATION DATE (If Applicable):

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT:

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Joe Gonzalez

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE: February 26, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE:
DEPARTMENT CONTACT: Garcia, David
DEPARTMENT: Information Technology
DATE: