

Exhibit F

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** ("Agreement") is entered into this _____ day of _____, 2020, by and between Peralta Community College District ("PCCD"), and _____ ("Consultant").

WHEREAS, PCCD is prepared to furnish Consultant certain proprietary and confidential information relating to PCCD's business activities for the purpose of evaluating the possibility of retaining Consultant's services for corporate communications and related matters (the "Purpose"); and

WHEREAS, Consultant is willing to receive this information under the strict obligation of confidentiality described below.

NOW, THEREFORE, in consideration of the foregoing promises, mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Confidential Information "Confidential Information" as used in this Agreement shall mean all information disclosed to Consultant by PCCD or any of its subsidiaries or affiliates, including, without limitation, any business, technical, marketing, financial or other information, whether in written, electronic or oral form. Confidential Information shall not include information that (i) is or becomes part of the public domain other than as a result of disclosure by Consultant, (ii) becomes available to Consultant on a non-confidential basis from a source other than PCCD, provided that source is not bound with respect to that information by a confidentiality agreement with PCCD or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation, or (iii) was in Consultant's possession prior to disclosure of the same by PCCD. Consultant shall have the burden of proving the applicability of any of the above exceptions.

2. No Disclosure or Use of Confidential Information. For a period of five (5) years from the date of this Agreement, Consultant shall not, directly or indirectly, disclose any Confidential Information or the existence of this Agreement to any third party or use the Confidential Information for other than the Purpose. Notwithstanding the foregoing, Consultant may, but only to the limited extent necessary, disclose Confidential Information to those employees, officers, directors, and/or representatives of Consultant having a need to know the Confidential Information to further the Purpose. As a condition precedent to any such disclosure, Consultant agrees to (i) inform such parties receiving Confidential Information of its confidential nature, (ii) take all measures necessary to cause such parties to be bound by the obligations of confidentiality and use contained in this Agreement, and (iii) indemnify PCCD, in accordance with all provisions of this Agreement, against any costs, damages or expenses (including, without limitation, attorneys' fees) PCCD may incur as a result of the unauthorized use or disclosure of Confidential Information by any such third party.

3. **Ownership of Confidential Information.** All Confidential Information shall be and remain the property of PCCD.

4. **Compelled Disclosure.** In the event that Consultant is requested or required by judicial or administrative process to disclose any Confidential Information, Consultant shall promptly notify PCCD of such request or requirement, so that PCCD may seek an appropriate protective order or waive compliance with this Agreement. In any event, Consultant shall disclose only that portion of the Confidential Information that it is legally required to disclose and will exercise its best efforts to obtain assurances that confidential treatment will be accorded such disclosed Confidential Information.

5. **Return of Confidential Information.** Immediately upon receiving any request by PCCD, Consultant agrees (i) to return to PCCD all Confidential Information, including all copies of the same, (ii) to cause any memorandums, summaries, reports or documents otherwise created by it that contain or are based in any way on Confidential Information to be destroyed, and (iii) if requested, to deliver a duly authorized and executed certificate to PCCD certifying that all such Confidential Information has been returned or destroyed.

6. **Relationship of Parties.** No right or license, express or implied, is granted to Consultant with respect to any Confidential Information. Nothing in this Agreement obligates PCCD to disclose any information to Consultant or creates an agency or partnership relationship between the parties.

7. **Severability.** In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding.

8. **Waiver.** No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement.

9. **Injunctive Relief.** Consultant agrees that should it breach or threaten to breach any provision of this Agreement, PCCD will suffer irreparable damages and its remedy at law will be inadequate. Therefore, if Consultant threatens or actually breaches this Agreement, PCCD shall be entitled, in addition to all other remedies available to it at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain Consultant from using or disclosing, in whole, or in part, directly or indirectly, any Confidential Information.

10. **Attorneys' Fees.** In the event any dispute arising out of or relating to this Agreement or any breach thereof is adjudicated by any court of law or arbitration tribunal, the party prevailing in such adjudication shall be entitled to recover its reasonably incurred attorneys' fees from the non-prevailing party.

11. **Governing Law; Venue.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, without regard to the principles of conflict of laws thereof. Any legal or equitable action arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state or federal courts of California and the parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of such courts.

12. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, written or oral, between PCCD and Consultant relating to the subject matter of this Agreement. This Agreement may not be amended unless agreed to in writing by authorized representatives of both parties.

13. Authorization. PCCD, Consultant and the individuals signing below each warrant and represent that such individuals are authorized and empowered to enter into and execute this Agreement on behalf of PCCD and Consultant, respectively.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies hereof and facsimile signatures thereon shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

“PCCD”

“Consultant”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____