ATTACHMENT 1

CONFIDENTIALITY / NON-COMPETE AGREEMENT

This Confidentiality Agreement ("Agreement") is made and is effective as of _____ 20___ by _____ ("Participant") for the benefit of the City of Roseville ("Roseville").

WITNESSETH:

WHEREAS, Roseville and Participant wish to engage in discussions regarding Participant's responsible involvement with Roseville in Participant's development of:

_____

_____

_____

("the Project").

WHEREAS, for the purpose of this Agreement, Participant also agrees that information relating to the Project shall be deemed proprietary and confidential to Roseville, and, all such foregoing information, to the extent previously, presently, or subsequently disclosed to Participant is hereinafter referred to as "Confidential Information" of Roseville; and

WHEREAS, in consideration of Roseville's entry into such discussions and the disclosure of the Confidential Information by Roseville and in recognition of the proprietary and confidential nature thereof, Participant agrees to treat the Confidential Information as provided by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Treatment of Confidential Information

Participant shall, and shall cause each of Participant's affiliates, agents, employees, directors, partners, and representatives to, safeguard and maintain as confidential all Confidential Information disclosed to Participant, including, without limitation, information in written, magnetic or other physical form, and take reasonable precautions to protect the Confidential Information (including, without limitations, all precautions Participant employs with respect to Participant's own proprietary and confidential information). Participant shall not, and Participant shall cause each of Participant's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Participant's obligations relating to the Project; (b) derive any commercial benefit, whether direct or indirect; (c) do anything to impair the business relationships, intellectual property or other proprietary rights of Roseville; (d) claim, or reverse engineer any of the Confidential Information; or (e) disclose the Confidential Information to anyone unless required to do so by law. Any Participant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have a legitimate "need to know" and Participant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Participant regarding the Confidential Information.

2. Exceptions

The foregoing restrictions of confidentiality and non-use will not apply to information that:

(a) is or becomes publicly available without breach of this Agreement;

(b) is disclosed to Participant by a third party, provided such information was not obtained by such third party, directly or indirectly, from Roseville on a confidential basis (no third party will be involved without the written consent of Roseville);

(c) is already known to Participant without obligations of confidentiality;

(d) is independently developed or discovered by Participant without access to the Confidential Information as evidenced by the participant's business records; or

(e) is the subject of a written permission to disclose provided by Roseville.

3. Permitted Disclosures.

Notwithstanding any provisions of this Agreement to the contrary, Participant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Participant first provides to Roseville prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow Roseville to seek a protective order with respect to the confidentiality of the information required to be disclosed.

4. No License

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Participant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

5. Non-Compete / Return of Confidential Information

Immediately upon the decision of either party to discontinue discussions regarding the Project, Participant shall in no manner attempt to participate in the Project without Roseville, and Participant shall, and shall cause each of Participant's affiliates, agents, employees, directors, partners, and representatives to, return to Roseville all documents and media containing Confidential Information and any and all copies or extracts thereof within ten business days of such decision.

6. Required Disclosures

Participant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Participant, if said participation creates potential

conflicts or competition with the Project or other projects involving Roseville.

7. Remedies for Breach

Participant agrees that the limitations contained herein are reasonable and necessary for the protection of Roseville, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law, as any such breach may allow Participant or third parties to unfairly compete with Roseville or to otherwise gain an unfair competitive advantage. Therefore, in the event of a breach of this Agreement by Participant, Roseville shall be entitled to pursuable equitable remedies, which shall include, but not be limited to, injunctive relief, recovery of any and all profits made on the use or sale of any Confidential Information, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Participant will notify Roseville in writing immediately of any such unauthorized release or other breach of which Participant is aware.

8. Validity

Any provision of the Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

9. Entire Agreement

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the Confidential Information. No waiver or modification of this Agreement shall be binding unless it is made in writing and signed by a duly authorized representative of each party. No failure or delay in enforcing any rights shall be deemed a waiver thereof.

9. No Assignment

Participant may not assign this Agreement or any interest herein without Roseville's express prior written consent.

10. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed as of the date set forth above.

PARTICIPANT

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on this day by _____ (Name).

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __ day of _____, A.D., 20__.

_____

Notary Public In and For the State of California

My Commission Expires:

_____