

# Intellectual Property Confidentiality and Non-compete Agreement

This is a legal agreement between you, the applicant, (the “Applicant”) and The Crucible Project, a not-for-profit corporation of Illinois (“TCP”) being extended as a part of your application submission. By clicking “I Accept” at the end of this Intellectual Property Confidentiality and Non-compete Agreement (the “Agreement”), you acknowledge that you have read, understand, and agree to be bound legally by the terms and conditions of this Agreement.

If you do not agree with this Agreement, you may not submit an application, and you are not granted permission by TCP to volunteer for, participate in, observe, review, or otherwise access any Confidential Information and/or Protected Information under TCP control, or through TCP events/activities.

You shall be bound to this agreement as of the date and time of your application submission to TCP for consideration (the “Effective Date”). TCP shall be bound to this agreement only upon the later of TCP’s receipt of your application, TCP’s review and acceptance of the application, and TCP’s acceptance of your event registration and/or delivery of goods or service by TCP. You may and are encouraged to print this Agreement for your own records.

The Applicant and TCP, referred to individually as a Party (a “Party”), or collectively as the Parties (the “Parties”), for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledge, do hereby agree to the following:

Confidential Information of TCP includes, but is not limited to the (1) business plans, methods, practices; (2) personnel, volunteers, supporters, suppliers; (3) services and programs, documentation, manuals, specifications, techniques, methods, presentation, exercises, activities; (4) inventions, processes, methods, products, copyrights, trademarks, intellectual property, intellectual property applications, and other technical and/or proprietary information (the “Confidential Information”).

In addition to Applicant’s access to the Confidential Information, through the course of attending, observing, providing, presenting, and/or experiencing the services of TCP (the “Activities”), it may become necessary for TCP to share, disclose, or otherwise allow access by the Applicant to other materials TCP asserts as confidential, including the identity of participants in certain programs, as well as the activities, experiences, and actions of participants, which, due to the mental, emotional and/or spiritual components are considered personal and shared in the bonds of secrecy with other program participants (exclusive of the Confidential Information designated as the “Protected Information”).

*Applicant understands that the experiences of each participant are personal, emotionally significant, and shall be considered private between those sharing the experiences of the Activities.* As part of this Agreement, and in exchange for the shared experience and agreement to a duty of confidentiality by other participants, the Applicant shall not disclose, and will undertake all reasonable efforts to keep confidential the Protected Information, including but not limited to, specific details of activities, and the actions and identities of other participants which Applicant witnessed, experienced, or otherwise was made aware through participation in the Activities. This duty of confidentiality shall be indefinite, unless specifically released/authorized in writing by each affected participant, or to the extent that specific information becomes public by the lawful public release of any other participant.

The Applicant shall take all reasonable action to protect the confidentiality of the Confidential Information, Protected Information, any other Protected Information without written approval from TCP and shall protect such Confidential Information and Protected Materials from inadvertent disclosure to a third party using the same care and diligence that the Applicant uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Applicant shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Applicant,

as the receiver of Confidential Information disclosed under this Agreement, shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

All Confidential Information disclosed under this Agreement shall be and remain the property of TCP and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on any other party. The Applicant shall honor any request from TCP to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that TCP and the participants of Activities will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that TCP, for itself or on behalf of one or more participants of Activities, shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Applicant may currently or in the future be developing information internally, or receiving information from other parties, which may be similar to the Confidential Information. Nothing in this Agreement will prohibit the Applicant from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the actions are beyond the time limit agreed to, of two years, and the Applicant does not otherwise violate any of its other obligations under this Agreement in connection with such development.

Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Applicant shall have no obligation to hold in confidence such information, where such information: (a) Is already known to the Applicant, having been disclosed to the Applicant by a third party without such third party having an obligation of confidentiality to the disclosing Party; or (b) Is or becomes publicly known through no wrongful act of the Applicant, its employees, officers, directors, or agents; or (c) Is independently developed by the Applicant without reference to any Confidential Information disclosed hereunder; or (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

The parties agree that, to the extent required by applicable local, state, and federal laws, the services provided under this Agreement will comply in all material respects with legal regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II of the Health Insurance Portability and Accounting Act, commonly referenced as HIPAA.

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

Non-disclosure provisions and the Parties duties to protect Confidential Information and/or Protected Information shall survive the termination of this Agreement and shall remain in effect until the Confidential Information and/or Protected Information is legally disclosed through any other means, or written release is received by the Party. I further agree that my breach of these duties could cause irreputable harm and damage to goodwill, which may be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, I agree that in the event of an anticipated, threatened, or actual breach, in addition to any other remedy which may be available at law or equity, TCP, for itself or others affected, shall be entitled to specific performance and injunctive relief.

This Agreement is intended to be as broad and inclusive as permitted by any applicable laws. If any portion of the Agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect.

The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

Should a dispute arise regarding this Agreement, Parties agree to attempt resolution of the dispute first by utilizing mediation in accordance with the rules of the American Arbitration Association (AAA), or any other mutually agreed format prior to litigation. In the event litigation occurs, all parties agree and consent to the jurisdiction of the circuit courts of Cook or DuPage Counties in the State of Illinois, and that disputes shall be settled by application of the laws of Illinois without regard to the conflict of law rules of Illinois.

I have read this Agreement and have had the opportunity to consult with an attorney and/or otherwise satisfy any questions I had concerning its meaning. I therefore enter into and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights by my selection below.

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