

# The YouthUSA Non-Disclosure Agreement

This YouthUSA Non-Disclosure Agreement (NDA) dated February 1, 2014 is a revision of the original policy created on July 1, 2011. Access to THE CONFERENCE CENTER, the virtual facility that contains YouthUSA intellectual properties, is conditional and requires adherence to the YouthUSA-NDA by all subscribers and grantees.

The sole purpose of this YouthUSA-NDA is to make clear to any employee, beneficiary, director, advisor, mentor, consultant, Community Asset Manager (CAM), Task Force Member, partner, stakeholder, parent, et al that he or she may only disclose the mission of YouthUSA, the website [www.YouthUSA.net](http://www.YouthUSA.net), or a personal "testimony" and may not disclose YouthUSA internal information without written permission from the Chief Executive Officer (CEO).

**AGREEMENT:** This agreement ("Agreement") is entered into by YOUTH ACHIEVERS USA INSTITUTE ("Company") and the employee, beneficiary, director, advisor, subscriber, partner, consultant, et al ("Grantee") and is endowed with the faith, trust and corporate confidence of Youth Achievers USA Institute. Products, projects, initiatives or material created for YouthUSA belong to the Corporate Whole Village known as YOUTH ACHIEVERS USA INSTITUTE.

**1. Company's Trade Secrets:** During the Grantee's affiliation with the Company, Grantee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning Company's products and services, including product know-how, access codes, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical data and correspondence;
- (b) information concerning Company's business, including programs, projects, initiatives, contracts, grants, costs, investments, sales, accounting, unpublished financial information, business plans, markets, marketing methods, client information, purchasing techniques, supplier lists, supplier information and advertising strategies;
- (c) information concerning Company's employees, including salaries, strengths, skills, and weaknesses;
- (d) information submitted by Company's clients, customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and,
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

**2. Nondisclosure of Trade Secrets:** Grantee shall keep Company's Confidential Information, whether or not prepared or developed by Grantee, in the strictest confidence. Grantee will not disclose such information to anyone outside Company without Company's prior written consent. The Grantee will not make use of any Confidential Information for Grantee's own purposes or the benefit of anyone or any firm other than Company.

However, the Grantee shall have no obligation to treat as confidential any information which:

- (a) was in Grantee's possession or known to Grantee, without an obligation to keep it confidential, before such information was disclosed to Grantee by Company;
- (b) is or becomes public knowledge through a source other than Grantee and through no fault of Grantee; or
- (c) is or becomes lawfully available to Grantee from a source other than Company.

**3. Confidential Information of Others:** In addition, the Grantee will not disclose to YouthUSA, use in Company's business, or cause Company to use any trade secret of others. YouthUSA is dedicated to being an ethical company, employer and partner.

**4. Return of Materials:** When Grantee's affiliation with Company ends, for whatever reason, Grantee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Grantee will also return to Company all equipment, files, software programs and other personal property belonging to Company. Upon return of materials or equipment, the Grantee is still obligated to maintain confidentiality and security after employment or affiliation.

**5. General Provisions:**

(a) Relationships: Nothing contained in this Agreement shall be deemed to make Grantee a partner or joint venture of Company for any purpose. All such agreements shall be outlined in separate written documents.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm. Therefore, Grantee is hereby notified that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) Indemnity: Grantee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Grantee's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law: This Agreement shall be governed in accordance with the laws of the State of Delaware and Grantee consents to the exclusive jurisdiction and venue of the federal and state courts located in Delaware in any action arising out of or relating to this Agreement.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Company may assign this Agreement to any party at any time. Grantee shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

**7. Signatures:** Grantee has carefully read this Agreement and agrees that the restrictions set forth are reasonably required to protect the Company's interests. Grantee should download, print, sign, submit a copy and keep a copy.

Grantee Signature: \_\_\_\_\_ (Print Name): \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

Company Rep Sig: \_\_\_\_\_ (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_