

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into in order to protect certain proprietary information which may be disclosed between _____ (hereinafter called "Sponsor"), and _____ (hereinafter called "Student").

Confidential Information, means, including without limitation; plans, specifications, processes, systems, methods, customers' or suppliers' names and other Confidential Information, that is clearly identified, in writing, as confidential, or if given orally at the time of disclosure, is identified as confidential and reduced to writing within thirty (30) days.

It may become necessary for both parties to disclose Confidential Information belonging to each party.

Parties accept disclosure of the Confidential Information on the basis of the following conditions:

1. Parties shall treat all Confidential Information received as confidential and not to use any of such Information in any way other than for the specific purposes aforesaid by Disclosing Party, and not to disclose any of such Information to third parties.

2. The foregoing agreement shall not apply to (a) Information that was known to Recipient prior to its receipt, directly or indirectly, from Disclosing Party, (b) Information that is now or hereafter becomes, through no act or failure to act on Recipient's part, generally known on a non-confidential basis to the industry, (c) Information hereafter furnished to Recipient by a third party as a matter of right and without restriction on disclosure, or (d) required by law.

3. Even though recipient may be free to disclose or use certain Information, Recipient shall not reveal to any third party that such Information was received from Disclosing Party

4. The obligations set forth in Paragraph 1 through 3 shall terminate two (2) years from the date on which this Agreement is executed by both parties or two (2) years from the latest date on which Recipient receives Information from Disclosing Party hereunder, whichever is the latter of such dates.

5. Recipient shall obtain no right of any kind in the Information by reason of this Agreement. All Information remains the property of Disclosing Party.

6. Disclosing Party warrants that it has the right to make disclosure of the Information to Recipient.

STUDENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____