**Agreement for Hackathons with Proprietary Data**

[Organization’s name] is a not-for-profit 501(c)(3) tax-exempt organization.

To make our educational mission possible and as a condition of participating in this hackathon (the “Hackathon”), our hackers’ ideas must be shared with the public. Accordingly, we require our hackers to open source the code they create in our hackathons. By participating in the Hackathon and clicking “I Agree” below, you hereby agree to apply [any one of the Open Source Initiative licenses listed at http://opensource.org/licenses/)] to any software you generate during the Hackathon. Distribution of software generated during the Hackathon to the public at no cost is most consistent with the not-for-profit principles underlying our educational mission.

In addition, by clicking “I Agree” below, you hereby affirm that (i) you are someone who is the age of majority in this jurisdiction and are competent to enter into an agreement such as this, (ii) your participation in the Hackathon is voluntary and you have no expectations and waive any claim to any compensation or remuneration from the donors of the data set used in the Hackathon (singularly or collectively, the “Data Donor”), and (iii) you understand that, in conjunction with your participation in the Hackathon, you will be exposed to confidential information provided by the Data Donor, including but not limited to: confidential and/or proprietary knowledge, data or information concerning the business, business relationships and financial affairs of the Data Donor or its affiliates, whether or not in writing and whether or not labeled or identified as confidential or proprietary (the “Confidential Information”). By way of illustration, but not limitation, Confidential Information includes: inventions and work product of research and development activities; services and marketing plans; business plans; budgets and unpublished financial statements; licenses, prices and costs; customer and supplier information; and information disclosed to the Data Donor or its affiliates of a proprietary or confidential nature or under an obligation of confidence. Confidential Information is contained in various media, including without limitation patent applications; computer programs in object and/or source code; flow charts and other program documentation; manuals; plans; drawings; designs; technical specifications; laboratory notebooks; supplier lists, customer lists and related information; internal financial data; and all other documents and records of the Data Donor or its affiliates. You acknowledge that all Confidential Information is and shall remain the exclusive property of the Data Donor or the third party providing such Confidential Information to the Data Donor, [Organization’s name], or their affiliates.

You further agree that, during and following the Hackathon in perpetuity, you will hold in strictest confidence and will not disclose, use, lecture upon, publish or otherwise make available to any third party any Confidential Information, except as expressly authorized in advance and in writing by an executive officer of the Data Donor. You agree that you shall use the Confidential Information only during your participation in the Hackathon and in accordance with any Data Donor policies with respect to the protection of Confidential Information. You agree not to use such Confidential Information for your own benefit or for the benefit of any other person or business entity.

In addition, you understand that the Confidential Information may include confidential or proprietary information received by the Data Donor or its affiliates from third parties which is subject to a duty on the Data Donor’s part to maintain the confidentiality of such information and use it only for certain limited purposes (the “Third Party Information”). During and following the Hackathon in perpetuity, you will hold Third Party Information in the strictest confidence and will not disclose to anyone or use any Third Party Information, except as expressly authorized in advance and in writing by an officer of the Data Donor.

Your obligations with respect to the Confidential Information and Third Party Information shall not apply, however, to the extent that certain Confidential Information or Third Party Information: (a) is or becomes generally known publically through no fault of your own; (b) was known to you at the time it was disclosed during the Hackathon as evidenced by your own written records in existence at the time of the Hackathon; (c) is lawfully and in good faith made available to you by a third party who did not derive it from the Data Donor or the Data Donor’s affiliates and who imposes no obligation of confidence on you, the Data Donor, or the Data Donor’s affiliates; or (d) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance written notice is given to the Data Donor.

You agree to exercise all reasonable precautions to protect the integrity and confidentiality of any Confidential Information or Third Party Information in your possession and not to remove any materials containing Confidential Information from the premises of the Hackathon during or following the Hackathon, unless expressly authorized in advance and in writing by an executive officer of the Data Donor.

You understand and expressly acknowledge and agree that each Data Donor is an intended third party beneficiary for the purposes of enforcing its rights in its Confidential Information against you and [organization’s name].

Signature information