This Agreement is made by and between ORGANIZATION, a nonprofit public benefit corporation having its principal place of business at ADDRESS  (“Organization”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”). Organization and Recipient are referred to each as a Party and collectively as the Parties.

1. Introduction. Recipient wishes to work with ORGANIZATION and/or Related Organization (“Organizations”) on one or more projects of ORGANIZATION (“Projects”). These Projects may require the Recipient to receive from, or generate for or on behalf of, Organizations Confidential Information.
2. Definition of Confidentiality. As used in this Agreement, "Confidential Information" means (1) any nonpublic information, data, or materials of or about Organizations that (a) is marked “confidential” or “proprietary” when disclosed or generated in written or other visible form, or is disclosed or generate under circumstances reasonably indicating it is, confidential or proprietary and, (b) is received or generated by Recipient in the course of the Projects or (2) any information, data, or materials which have commercial value and is either (a) technical information, data or materials, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Organizations, or (b) non-technical information, data or materials relating to Organizations' products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, current and future business plans and any other information which is confidential and proprietary to Organizations.
3. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate, distribute, provide access to, or, except in conducting the Projects, use any Confidential Information of Organizations whether or not in written form. Recipient agrees that Recipient will treat all Confidential Information of the Organizations with at least the same degree of care as Recipient accords its own confidential information, but in no event less than reasonable care. If Recipient is not an individual, Recipient agrees that Recipient will disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have signed a copy of this Agreement.
4. Governing Law. The laws of the State of XXX govern the interpretation of this Agreement.  If a dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement arises between the Parties, the Parties will first attempt to resolve such dispute or controversy through good faith negotiation.  If not settled by good faith negotiation between the Parties, the Parties will only resolve the dispute or controversy by arbitration to be held in COUNTY, STATE, in accordance with the rules then in effect of the American Arbitration Association.  The arbitrator may grant injunctions or other relief in such dispute or controversy, and will not have the power to award punitive damages against any Party.  The decision of the arbitrator will be final, conclusive and binding on the Parties.  Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.  The costs of arbitration, including reasonable legal fees, will be borne by either or both of the Parties in whatever proportion as the arbitrator may award.
5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Organization for which there will be no adequate remedy at law, and Organization will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
6. Ownership of Intellectual Property. “Intellectual Property Rights” means, without limitation all intellectual property or other proprietary rights including copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof. It is expressly agreed that all results of the projects, Confidential Information, Organization-related documents, records, reports, publications, sketches, designs, concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, designs, processes, and methods of doing business, and any other media, materials, and other tangible objects produced by Recipient under this Agreement (collectively, “Work Product”) and Intellectual Property Rights in the Work Product or otherwise arising out of or resulting from the conduct of the Projects, whether developed by Recipient or any employee of Recipient, (collectively, “Intellectual Property”) will be owned exclusively by Organization. Recipient hereby assigns, transfers and conveys to Organization, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product and the Intellectual Property. Upon request, Recipient will sign all necessary documents and take all necessary actions to perfect the ownership in such property by Organization.
7. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing. The Parties may execute this Agreement in one or more original or facsimile counterparts, each of which will be deemed an original, but all of which together will constitute a single agreement. The Parties have read this Agreement, understand it, and agree to it. By signing below, each individual warrants that he or she has full power and authority to bind his or her Party to this Agreement.

**Organization(s):** **RECIPIENT:**

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Executive Director Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Name:

Title: Executive Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_