# **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (the “Agreement”) is made as of December 3rd, 2021 between the UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE (“USOPC”), acting on behalf of itself and its Affiliates, whose address is One Olympic Plaza, Colorado Springs, CO 80909 and Evan Jones, a student at the Georgia Institute of Technology (“Student”), whose principal address for purposes of this Agreement is 150 Lamberth Lake Drive, Fayetteville, Georgia, 30215 (each a “Party” and collectively the “Parties”).

Each Party desires to disclose to the other certain Confidential Information (as defined herein) in order to document the terms and conditions under which the USOPC 2022 Business Analytics Course Project at the Georgia Institute of Technology will be conducted, including the rights and responsibilities of the various Parties (“Course Project Purpose”), and to protect such Confidential Information from unauthorized disclosure.

In consideration of the mutual disclosure of Confidential Information and the covenants and promises contained herein, the Parties agree as follows:

1. This Agreement will apply to all Confidential Information disclosed by the Parties to each other and shall have a term of one (1) year. Further, the obligations of confidentiality arising under this Agreement shall survive the termination or expiration of this Agreement. For purposes of this Agreement, “**Confidential Information**” shall mean the identity of both Parties and all other information that is provided in connection with the Course Project Purpose.

2. For purposes of this Agreement, an "Affiliate" shall mean an entity controlled by, controlling or under common control with a Party as applicable, but only so long as such control exists. The cessation of such control shall not release an Affiliate of its obligation to comply with the terms and conditions of this Agreement for the period of time stated herein, nor release either Party from its obligation to treat the Confidential Information of such Affiliate in accordance with this Agreement.

3. The Parties agree that they will (i) hold the Confidential Information disclosed in confidence, (ii) not disclose such Confidential Information to anyone other than the Representatives of the recipient (as defined below) and fellow Course Project students, and (iii) not use any such Confidential Information for any purpose except for the Course Project Purpose. Each Party shall protect and prevent the unauthorized use, dissemination, or publication of the Confidential Information disclosed by the other Party by using the same degree of care as the receiving Party uses to protect its own confidential information of like importance, but in any case, using no less than a reasonable degree of care. Notwithstanding anything to the contrary in this Section 3, each Party may disclose Confidential Information disclosed by the other Party to its attorneys and accountants who have a bona fide need to know and are subject to an obligation of confidentiality no less stringent than set forth in this Agreement (collectively, “Representatives”), but only to the extent necessary to carry out the Course Project Purpose.

4. Confidential Information will not include information disclosed by a Party which:

(i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public other than by a breach of this Agreement by the receiving Party or its Representatives;

(ii) was acquired by the receiving Party before receiving such information from the disclosing Party without restriction as to use or disclosure;

(iii) is hereafter rightfully furnished to the receiving Party without restriction as to use or disclosure by a third Party authorized to make such disclosure;

(iv) is information that the receiving Party can document was independently developed by the receiving Party without reference to the Confidential Information disclosed by the other Party; or

(v) is disclosed with the prior written consent of the other Party. For the limited purposes of seeking employment and/or academic placement, the USOPC consents to the Student listing the USOPC’s name and a high-level, non-specific description of the Course Project in resumes/curriculum vitaes.

1. In the event either Party is required by law, regulation or a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, to disclose any of the Confidential Information, they will promptly notify the other Party in writing of the existence, terms and circumstances surrounding such required disclosure so that the other Party may seek a protective order or other appropriate remedy from the proper authority. Each Party agrees to cooperate with in seeking such order or other remedy. Each Party further agrees that if it is required to disclose Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

6. Each Party will promptly return to the other Party, or, if so directed in writing, destroy all tangible items containing or consisting of the Confidential Information and all copies thereof upon the request of the other Party. In addition, the Parties shall ensure the destruction of all notes, analyses and other information prepared or extracted from the Confidential Information and shall certify such destruction by a duly authorized officer upon request.

7. Any materials provided by the USOPC for the Course Project will remain owned by the USOPC and may only be used for the Course Project. The Student agrees and acknowledges that the USOPC owns the Course Project material and results. The USOPC’s ownership rights are exclusive, sublicensable, transferable, perpetual, royalty-free, worldwide and the USOPC may copy, create derivatives, modify, publicly distribute, publicly display, publicly perform, publish, reproduce, translate, and use Course Project materials and results as it wishes. Notwithstanding the preceding, the Parties recognize and agree that nothing else contained in this Agreement will be construed as granting any rights by license or otherwise, to any of the Confidential Information disclosed except as specified in this Agreement. Nothing in this Agreement shall be deemed to grant to either Party a license to the other Party’s copyrights, patents, trade secrets, trademarks or other intellectual property rights.

8. Nothing in this Agreement, any discussions undertaken, nor any disclosures made pursuant to this Agreement shall be deemed a commitment to disclose any information to the other Party or to engage in any business relationship, contract or future dealing with the other Party. In addition, nothing in this Agreement shall be deemed to limit either Party’s right to conduct similar discussions or perform similar activities to those undertaken in accordance with this Agreement, unless such discussions or activities are in violation of the terms hereof.

10. The Parties acknowledge that (a) all Confidential Information disclosed by each Party is owned solely by that Party, (b) such Confidential Information is unique and valuable to the Parties, and (c) the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Parties, for which monetary damages alone would not be an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Agreement, the other Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to, and not in lieu of any other remedies available to the Parties, including but not limited to monetary damages.

11. Except upon mutual written agreement, the existence and terms of this Agreement, the discussions that gave rise to this Agreement, the fact that there have been, or will be, discussions or negotiations contemplated by this Agreement, and the existence and nature of any business relationship between the Parties, shall be treated by each Party as the Confidential Information of the other Party subject to the terms of this Agreement.

12. No waiver, modification or amendment of any provisions of this Agreement shall be valid unless made in writing, signed by both Parties, and specifying with particularity the nature and extent of such a waiver, modification or amendment. Any such waiver, modification or amendment shall, in no event, be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement, but such waiver shall be strictly limited and restricted to the extent and occasion specified in such signed writing.

13. If either Party employs legal counsel to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the substantive laws of the state of Colorado, U.S.A. Venue for any proceedings to enforce this Agreement shall be in the state or federal courts of El Paso County, Colorado, and each Party hereby consents to the exclusive personal jurisdiction of such courts. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement.

14. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

15. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

16. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signed copy of this Agreement copied or reproduced and transmitted via photocopy, facsimile or other process that accurately transmits the original document shall be considered an original document.

17. Each Party agrees to indemnify the other Party and hold harmless their officers, directors, employees, agents, volunteers, and member organizations from all costs, expenses (including reasonable attorneys’ fees), losses, liabilities, damages and settlements that arise from any claim or suit upon breach of this Agreement.

18. Neither Party shall at any time disclose (other than to its officers, directors, employees and professional advisors with a need to know, as applicable) any of the terms of this Agreement or make any public announcement concerning this Agreement or the Parties’ business relationship, without prior written consent of the other Party. Any officer, director, employee, or professional advisor of any Party receiving information about this Agreement that is not otherwise public shall treat such received information as confidential. Further, except as specified in paragraph 4(v) above, nothing in this Agreement shall be construed as giving the Student the right to advertise or publicize its affiliation or relationship with the USOPC, or to use Olympic terminology in any way to promote themself without the prior written consent of the USOPC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

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| **Evan Jones** | |  | **United States Olympic & Paralympic Committee** | |
| By: |  |  | By: |  |
| Date: |  |  | Date: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |