**Agreement for exchange of confidential information**

**Agreement #**2015xx

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

# **Disclosure**

Information will be disclosed either: in writing; delivery of items; by initiation of access to Information, such as may be in a data base; or by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure. Confidential Information of Discloser includes information, whether or not marked, that Recipient knows or should know is confidential or proprietary.

# **Obligations**

The Recipient agrees to:

Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, but in no event less than reasonable care; and

Use the Discloser’s Information solely for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

Its volunteers, employees and contractors who have a need to know, and volunteers, employees and contractors of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares. All contractors of the Recipient shall have signed a confidentiality agreement with the Recipient and upon reasonable request Recipient will supply the Discloser updated lists when it adds new contractors actively conducting business with the Discloser.

Recipient also may disclose Discloser’s Information to any other party with the Discloser’s prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party or its employer sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

# **Confidentiality Period**

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure. All Information that remains confidential pursuant to the terms hereunder will be returned to Discloser, or at Discloser’s option destroyed, upon Discloser’s request or at the expiration of the confidentiality period.

# **Exceptions to Obligations**

The Recipient, without restriction under this Agreement, may disclose, publish, disseminate, and use Information that is:

Already in its possession without obligation of confidentiality;

Developed independently;

Obtained from a source other than the Discloser without obligation of confidentiality;

Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient;

Disclosed in accordance with the order or requirement of a court, administrative agency, or other governmental body (provided, however, that the Recipient shall provide prompt notice thereof to enable the Discloser to seek a protective order or otherwise prevent such disclosure); or

Disclosed by the Discloser to another party without obligation of confidentiality.

# **Disclaimers**

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

# **General**

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

Providing to others products or services which may be competitive with products or services of the Discloser;

Providing products or services to others who compete with the Discloser; or

Assigning its employees or volunteers in any way it may choose.

The Recipient will comply with all applicable export and import laws and regulations.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month’s written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of the State of Delaware to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

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| ACCEPTED AND AGREED TO: |  | ACCEPTED AND AGREED TO: |
| Electronic Industry Citizenship Coalition, Incorporated (EICC) |  |  |
| By: Robert Lederer |  | By: |
| Authorized Signature                          Date |  | Supplier Signature                       Date |
| Robert Lederer |  |  |
| Printed Name |  | Printed Name |
| EICC, Executive Director |  |  |
| Title & Organization |  | Title & Organization |
|  |  |  |
| EICC Address:  1737 King St. #330  Alexandria, VA 22314  United States of America |  | Address: |