CONFIDENTIALITY AGREEMENT

This document represents an agreement of confidentiality between ………….. and Community College-Northern Inland Inc (the College).

The undersigned agrees to hold all confidential or proprietary information or trade secret information provided by the College to the undersigned in trust and confidence. The information is intended for the sole use of the undersigned.

Confidential information shall mean all information provided by the College including, but not limited to current policy with respect to its operations regardless of whether it is written, oral, audio tapes, video tapes, all types of cameras, film, computer disks, drawings, human or machine readable documents.

Confidential information shall not include -

1. such information as is in the public domain at the time of disclosure or comes into the public domain without fault of the undersigned; or

2. such information as was in the possession of the undersigned at the time of disclosure that is verifiable by business records of the undersigned and was not acquired, directly or indirectly, from the College; or

3. such information as the undersigned acquired after the time of disclosure from a third party who did not require the undersigned to hold the same in confidence and who did not acquire such information from the College.

The undersigned is not to directly or indirectly reveal, report, publish, copy, disclose, or transfer any of the information to any other person or entity without the prior written consent of the College.

The undersigned also agrees that this information shall be used only for the intended purpose and shall not be used for any other purpose.

All information provided by the College shall remain the property of the College. Upon demand by the College, all information and materials that may have come into the undersigned's possession as a result of contact with the College, including electronic media and written notes, shall be returned or deleted from all electronic devices within 5 days.

The information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement.

This agreement and all questions relating to its validity, interpretation, performance and enforcement shall not governed by the laws of the relevant laws of the State.

This agreement sets forth all of the conditions and understandings between the parties. No subsequent alteration, amendment, change or addition to this agreement shall be binding upon either party unless produced in writing and signed by them.

This agreement cannot be changed without the consent of the College.

Name ___________________________ Name ___________________________
Signature ________________________ Signature ________________________
Date _____________________________ Date _____________________________

NOTE: Two forms are required - One retained by the undersigned and one for the College records