



## Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Rowlett Citizen Corps Council, a Texas nonprofit corporation located in Rowlett, Texas (the "RCCC"), and \_\_\_\_\_, an Individual located in \_\_\_\_\_ ("Applicant"). The above parties may be referred to singularly as a "Party" or collectively as the "Parties".

The RCCC is considering the Applicant for possible membership in an Affiliated Program. From time to time, the Applicant may have opportunity to learn unique, sensitive and proprietary information about its ongoing operations during discussions with and evaluation of Applicant's skills, abilities and suitability as a member, and if accepted for membership, during the tenure of their membership service. In consideration of the RCCC's willingness to conduct the Interview and the covenants and mutual promises contained herein, the Parties agree as follows:

1. **Confidential Information.** The term "Confidential Information" shall mean any data, information, or knowledge disclosed by the RCCC or learned as a result of membership by the Applicant that relates or refers, directly or indirectly, to their membership, the Interview, the RCCC, any of the RCCC's members, agents, clients or customers, information relating to administration, operations, responses, incidents, emergencies, disasters or crisis events or any portion or aspect thereof. Without limiting the foregoing, Confidential Information will specifically include all documents, discussions; information or data generated by the RCCC or Applicant which contains, concerns, results from or arises out of any class, training, event, and drill or response action as a result of Applicant's participation or membership in the RCCC.

2. **Obligation to Maintain Confidentiality.** With respect to Confidential Information:

- a. Applicant agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, sensitivity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the RCCC and will not be disclosed or revealed by Applicant under any circumstances.
- c. The obligation not to disclose Confidential Information shall survive the termination of the Applicant's membership, and at no time will Applicant be permitted to disclose Confidential Information.

3. **Disclaimer.** There is no representation or warranty, express or implied, made by the RCCC as to the accuracy or completeness of any of its Confidential Information.

4. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, email, or certified mail.

5. **Miscellaneous.** No joint venture, partnership or agency relationship exists between Applicant, the RCCC or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by a RCCC Corporate Officer and any such waiver will be limited to the terms of such writing.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement and agree to be bound by its terms as of the Effective Date.

**APPLICANT**

Signature: \_\_\_\_\_

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

**Rowlett Citizen Corps Council, Inc.**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

