

Confidentiality Agreement (For Non-Employees)

This Confidentiality Agreement (“**Agreement**”) is entered into by and between _____ (the “**Entity**”) and _____ (the “**Individual**”) (the Entity and Individual are sometimes referred to as the “**Parties**”).

In consideration of the Entity’s promise to provide the Individual with access to its confidential information, trade secrets, and goodwill, which the Individual acknowledges to be good and valuable consideration for the Individual’s obligations hereunder, the Individual and Entity hereby agree as follows:

1. Confidential Information. The Individual understands and acknowledges that during the course of his/her work associated with and/or involvement in the activities or affairs of the Entity, he/she will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Entity and its businesses (“**Confidential Information**”). “Confidential Information” includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to: all correspondence, litigation records, allegations of sexual abuse or misconduct, financial records, notes, memoranda, data, ideas, processes, methods, techniques, computer data/databases, programs, computer software, studies, writings, research, personal information, analysis, manuals, plans, formats, policies, procedures, or any other information of any nature in the possession or control of the entity which has not been published or disclosed to the general public. The Individual understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

2. Disclosure and Use Restrictions. To the extent required or permitted by law, Individual covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever; (iii) not to access or use any Confidential Information; and (iv) not to copy and/or remove from the premises or control of the Entity, any materials containing Confidential Information. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to a valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosure does not exceed the scope of the required disclosure. As permitted by law, the Individual shall promptly provide written notice of any disclosure of Confidential he/she makes as required by law, regulation, or valid order.

3. Relationship. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.

4. Duration. The Individual understands and acknowledges that their obligations under this Agreement shall commence immediately upon the Individual first having access to such Confidential Information and shall continue indefinitely.

5. Entire Agreement and Severability. This Agreement supersedes all other agreements, oral or written pertaining to the subject matter hereof. Any part of it found unenforceable shall be severed so as to render the remainder of the Agreement enforceable.

6. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the State of Texas.

IN WITNESS WHEREOF, the signature of the Individual below acknowledges his/her agreement to the aforementioned terms.

Individual's Signature: _____

Individual's Name (print): _____

Date: _____