

## Non-Disclosure Agreement

State of Oregon

This Non-Disclosure Agreement (hereinafter "Agreement"), effective as of the date set forth at the end of this document, is made by and between the following parties: Adopt an Inmate, located at the following address:

PO Box 1573  
Veneta, OR 97487

and  \_\_\_\_\_, located at the following address:

\_\_\_\_\_

Hereinafter, the following party will be referred to as "Disclosing Party": Adopt an Inmate. The following party will be referred to as "Receiving Party": Volunteer Name. Collectively, Disclosing Party and Receiving Party may be referred to as "Parties."

*WHEREAS, the Disclosing Party possesses certain non-public Confidential Information (as hereinafter defined) and Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding its business operations and development;*

*WHEREAS, the Parties agree that the Proprietary Information is secret and valuable to the Disclosing Party;*

*WHEREAS, Disclosing Party and Receiving Party may enter or have entered into a business relationship, for which secrecy is required, through which Receiving Party will have access to the Proprietary Information;*

*WHEREAS, the particular nature of the parties' business relationship is as follows:*

*AI Volunteer <name> will be assisting with various tasks requiring access to AI's database containing confidential information.*

*WHEREAS, Disclosing Party desires to maintain the secret and private nature of any Proprietary Information given to Receiving Party;*

*NOW, therefore, in consideration of the covenants and promises contained in this Agreement, the Parties agree as follows:*

## 1) DEFINITIONS

As used in this Agreement:

a) Confidential Information refers to any information which is confidential and commercially valuable to the Disclosing Party. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to the Disclosing Party.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

II) is already known, through legal means, to the Receiving Party;

III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

b) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

## 2) TERM

This Agreement shall be effective as of the date set forth at the bottom of the document and remain in full force and effect for the following time period: 1 year.. The nondisclosure provisions of this Agreement, as applicable to the Receiving Party's duties with regard to the Confidential Information, shall survive the termination of this Agreement for a period of 3 (three) years. Notwithstanding the foregoing, the obligations to maintain the confidentiality of Trade Secret information shall last forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first.

### **3) RESTRICTIONS**

Receiving Party hereby agrees that it shall:

- a) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;
- b) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement, as established in the term provision of this Agreement,
- c) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;
- d) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

### **4) PERMISSIONS**

Receiving Party may disclose the Proprietary Information in accordance with governmental orders, including judicial notices, provided that Receiving Party gives Disclosing Party reasonable notice and Receiving Party agrees to comply with applicable protective orders or their equivalents. Receiving Party shall take all reasonable security precautions which Receiving Party would use to protect its own Confidential Information. Receiving Party must use stringent security precautions to protect the Trade Secret Information. Proprietary Information may be disclosed only to the Receiving Party's employees or consultants on an as-needed and need-to-know basis. Any employee, consultant, parent, subsidiary, affiliate or other related party of the Receiving Party that is permitted to access the Proprietary Information shall be instructed to maintain confidentiality of such information. Such related parties permitted to access the Proprietary Information shall not be permitted to make unauthorized copies of any tangible manifestations of such information. The Receiving Party must keep and use written agreements with any and all related parties that have access to the Proprietary Information to maintain compliance with the terms of this Agreement. Proprietary Information may be disclosed pursuant to the Parties' business relationship or as provided hereunder.

### **5) OWNERSHIP MAINTAINED**

Both Parties acknowledge and agree that any Proprietary Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights in the Proprietary Information to the Party receiving such information.

### **6) RIGHTS AND REMEDIES**

Receiving Party hereby agrees to promptly notify Disclosing Party of any disclosure of any Proprietary Information in violation of this Agreement, whether such disclosure was inadvertent or done with aforethought. Receiving Party also agrees to notify Disclosing Party of any legal

matter or process requiring disclosure of any Proprietary Information before producing any such information. Receiving Party agrees to cooperate with Disclosing Party to assist in the collection and retention of Proprietary Information after any unauthorized disclosure and to prevent further unauthorized use or dissemination of the Proprietary Information. Receiving Party shall return any tangible documents or products, including originals, copies, summaries, or notes of the Proprietary Information or certify destruction of the same at the Disclosing Party's sole and exclusive discretion. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure of the Proprietary Information and, as such, Disclosing Party may seek injunctive or equitable relief, without waiving any other rights or remedies, in a court of competent jurisdiction.

## **7) GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the state of Oregon and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the State of Oregon.

## **8) NO WAIVER**

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

## **9) SEVERABILITY**

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

## **10) NO AGENCY**

Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship between the Parties and nothing herein shall be construed to denote any kind of agency between the Parties.

## **11) PUBLIC ANNOUNCEMENT**

Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

**12) ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

**13) HEADINGS**

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

**14) COUNTERPARTS**

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

**SIGNATURES**

**Adopt an Inmate:**

Sign:     *Melissa Schmitt*     Date:     **August 1, 2022**    

Print:     Melissa Schmitt, She-EO, Adopt an Inmate    

**Volunteer Name:**

Sign: x \_\_\_\_\_ Date: x \_\_\_\_\_

Print: x \_\_\_\_\_