

ST. PETERSBURG COLLEGE

JANE TILL APPLIED ETHICS NON-PROFIT STARTUP SERIES
PARTICIPANT'S CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE is being executed by student participants ("Participants") selected by SPC to compete in the Jane Till Applied Ethics Non-Profit Startup Series competitions ("Competitions").

WHEREAS, from March 29th to April 19th , 2017 SPC is sponsoring events, specifically the Competitions;

WHEREAS, student participants ("Participants"), will be submitting proprietary non-profit business plans, presentations and other materials to be judged in the Competitions;

WHEREAS, Participants will be exposed to the non-profit business plans and presentations submitted by other Participants during the Competitions;

WHEREAS, SPC and Participants desire that the information submitted by Participants be used solely for the purpose of the Competitions, and desire to maintain the information as confidential;

NOW, THEREFORE, the Participants agree to the following:

1. Confidential Information shall include information which is identified as either non-public, confidential, or proprietary in nature. Confidential Information means any information, in whole or in part, including executive summaries, business plans, presentations and related financial statements, appendices, mock-ups, contracts, analyses, notes, compilations, studies or any other documents prepared and submitted by Participants as part of the Competitions.
2. The Confidential Information will be kept confidential and shall not, without the prior consent of the Participant and SPC, be disclosed by Participants, their agents or employees, in any manner whatsoever, in whole or in part, and shall not be used by Participants, their agents or employees, other than in connection with these Competitions. Moreover, Participants agree to reveal the Information only to those persons involved in the Competitions who have a need to know the Confidential Information for the purpose of evaluating and judging the Competitions. All such persons shall be informed of the confidential nature of the Confidential Information and shall agree to be bound by the terms and conditions of this Agreement. It is agreed that the Confidential Information is important, material, and confidential and could affect the effective and successful conduct of the business of the Participants and their goodwill.
3. Participants, their affiliates, directors, officers, employees, representatives and agents will not use any of the Information for any reason or purpose other than to evaluate the business opportunity for each stage of the Competitions with the other Participants and to collect aggregate data for analysis of future competitions. No Confidential Information will be shared in statistical reporting, used by Judges, or their affiliates, directors, officers, employees, representatives or agents to start a business or use in any manner outside of the Competitions.
4. In the event that Participants or anyone to whom they transmit the Confidential Information pursuant to this Agreement becomes compelled by Court order to disclose any of the Confidential Information, Judges will provide the other Participant and SPC with prompt notice before such

Confidential Information is disclosed so that the other Participant and/or SPC may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other Participant waives compliance with the provisions of this Agreement, Judges will furnish only that portion of the Confidential Information which Judges are advised by written opinion of counsel is legally required.

5. Any questions concerning the Confidential Information will be directed by Participants to the other Participant and SPC. Participants will not approach any of the other Participants' employees or agents without the other Participant's and SPC's prior consent.
6. Participants, their agents, and employees shall not be subject to the confidentiality obligations set forth herein, and nothing contained herein shall in any way restrict or impair their right to use, disclose or otherwise deal with:
 - a. Confidential Information which at the time of its disclosure is, or which thereafter becomes through no fault of the Judges, part of the public domain by publication or otherwise;
 - b. Confidential Information which Participants can show was already in their possession at the time of disclosure and was not acquired, directly or indirectly, under secrecy obligation from the other Participant.
7. Participants understand that the other Participants are not making any representation or warranty as to the accuracy or completeness of the Confidential Information. Judges agree that neither the Participants nor any of their representatives or agents shall have any liability to Judges or any of their representatives for the use of the Confidential Information.
8. This Agreement may be signed in counterparts at different dates and times by the Participants. Electronic or scanned signed copies of this Agreement shall be considered an original document and all signed agreements shall be kept in the Office of the Dean of the College of Policy, Ethics, and Legal Studies at the SPC Clearwater Campus.
9. This Agreement shall terminate ten (10) years from the last dated signature Date set forth below, or may be terminated by either party upon thirty (30) days written notice to the other party. Regardless of the date of termination, the obligation to maintain the Information in confidence as set forth above shall survive for a period of ten (10) years after the last dated signature Date set forth below.

AGREED TO BY:

Printed Name:
Participant

Date

