

NONDISCLOSURE AGREEMENT



This Nondisclosure Agreement (the "**Agreement**") is entered into by and between Rocky Mountain Cocker Rescue, Inc. ("**Disclosing Party**") and

_____, ("**Receiving Party**")

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("**Confidential Information**").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. This includes, but not limited to, names, addresses, contact info and other personal information submitted to RMCR for the purposes of becoming a volunteer, foster, adopter or vendor.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
 - (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
 - (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
 - (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
 - (d) disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. **Relationships.** 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.
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

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7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
9. **Legal Authority:** This Agreement shall be enforced under the law of the State of Colorado. If the Receiving Party violates the terms of this Agreement, the Receiving Party shall submit the matter to the jurisdiction of the Arapahoe County Court or Arapahoe County District Court for resolution and shall be responsible to pay its own attorney fees.
10. **Attorney Fees related to the Rocky Mountain Cocker Rescue:** If as a result of legal action the Receiving Party is found to be in violation of the Agreement, the Receiving Party shall pay all legal fees incurred by RMCR and all other court costs and fees that may be assessed by the Court.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.

Receiving Party Signature

Date

Printed Name

RMCR Authorized Representative Signature

Date

Printed Name