

AIGA HOUSTON MENTORING PROGRAM

MUTUAL NON-DISCLOSURE AGREEMENT

This document will constitute an agreement between MENTOR _____ and MENTEE

_____ at the time of this agreement.

The parties desire to exchange certain information, ideas and concepts not in the public domain, relating to a professional firm providing business coaching and facilitation services, as well as other commercial applications, some of which are regarded as proprietary and involving confidential information, (all of which, whether disclosed verbally or in writing or by making certain information available for observation, is hereinafter collectively referred to as "CONFIDENTIAL INFORMATION").

Specifically, _____ wishes to disclose, under these terms and conditions, certain

CONFIDENTIAL INFORMATION relating to its services and other offerings. MENTEE may also choose to disclose to

_____ certain of its own concepts in order for the parties to completely participate in the

AIGA Houston Mentoring Program.

ACCORDINGLY, the parties agree that they will disclose and receive CONFIDENTIAL INFORMATION on the following terms and conditions:

- Each party shall hold CONFIDENTIAL INFORMATION disclosed to it in strict confidence and shall not disclose the same to others, or use the same, except for evaluation purposes, without the prior written consent of the disclosing party. Each party shall use the same degree of care as it uses with its own proprietary information of a like nature to keep its obligations of confidence under this agreement.
- Each party acknowledges and agrees that all CONFIDENTIAL INFORMATION disclosed to it shall remain the property of the disclosing party, and further agrees to return or destroy all CONFIDENTIAL INFORMATION disclosed to it, if requested.
- No right or license of any form is granted, with respect to CONFIDENTIAL INFORMATION or other proprietary rights, by any disclosure made pursuant to this agreement.

The term of this Agreement shall be three (3) years from the date of execution thereof by both parties; PROVIDED THAT this Agreement shall be automatically extended each year thereafter for an additional period of one (1) year each time there is a new disclosure by one of the parties to the other. Each party's confidentiality obligations under this Agreement shall survive in full force and effect until three (3) years after the effective date of termination of the mentoring relationship.

The laws of Texas shall govern the interpretation and enforcement of this agreement. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

Signed by duly authorized representatives:

SIGNATURE _____

MENTOR NAME _____

COMPANY _____

DATE _____

SIGNATURE _____

MENTEE NAME _____

SCHOOL _____

DATE _____