



Confidential Nondisclosure Agreement for Applying Instructor

EFFECTIVE DATE: _____ Day of _____, 20____.

PARTIES: THE INSTITUTE OF INSPECTION, CLEANING AND RESTORATION CERTIFICATION, a Washington Non-Profit Corporation, of 4043 South Eastern Avenue, Las Vegas, Nevada 89119 hereinafter referred to as "Owner"
 Name of school _____
 Address _____
 City, State, Zip _____
 hereinafter referred to as "Recipient."

RECITALS:

- A. WHEREAS, Owner operates a cleaning, restoration and inspection certification institute and owns and maintains certain written material, information and tests, all of which are clearly and legibly marked "confidential" or with another similar proprietary legend (hereinafter the "disclosure materials") concerning the instruction and examination of applicants for certification and the approval of certification instructors.
- B. WHEREAS, Recipient is an approved instructor or under consideration for approval and has agreed to receive the "disclosure materials" for the sole purpose of:
 - i. Assuring that the curriculum of the Recipient's certification school covers material tested in the certification exams.
 - ii. Assuring that manuals produced by Recipient and used in the certification program cover tested material.
- C. WHEREAS, the "disclosure materials" constitute a valuable, special, unique and proprietary asset of Owner, the unauthorized release and disclosure of which would substantially damage Owner.
- D. WHEREAS, the parties desire to execute this Agreement in order to set out their understanding as to Recipient's responsibility to respect and protect the confidentiality of the "disclosure materials" provided by Owner.

In consideration of the mutual covenants and understandings of the Owner and Recipient, and in consideration of release of “disclosure materials” to Recipient by Owner, it is hereby agreed as follows:

1. Confidentiality and Non-Disclosure. The Recipient shall maintain in secrecy and confidence “disclosure materials” received from the Owner and shall not publish or disclose such materials to any other individual, company or organization without the express written consent of the Owner; provided, however, Recipient may disclose the “disclosure materials” to its employees who have a need to know such materials in connection with fulfilling the purposes stated in Recital “B” above; and provided further that Recipient’s employees shall be advised of this Agreement and subject to this Agreement.
2. Limitation on Use: Recipients shall not make any use of the “disclosure materials” other than for the purposes stated in the Recitals without first obtaining the prior written approval of the Owner. Recipients shall not make copies or permit copies to be made of the “disclosure materials” without first obtaining the prior written approval of the Owner.
3. Possession/Ownership: Recipients agrees that, upon Owner’s request, Recipient shall return to Owner “disclosure materials” in Recipient’s possession or under their control. “Disclosure materials” shall remain the exclusive property of Owner.
4. Term: The term of Recipient’s obligation under this Agreement shall be perpetual and shall continue even after the “disclosure materials” are returned to Owner.
5. Injunctive Relief: Recipients acknowledges that the “disclosure materials” are valuable proprietary information of Owner and disclosure of any confidential “disclosure materials” or threatened breach of any of the nondisclosure covenants or other agreements contained herein would give rise to irreparable injury to Owner, which injury would be inadequately compensable in money damages. Therefore, the Recipient agrees and covenants as follows:
 - a. That owner may seek and obtain injunctive relief for the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies that may be available
 - b. Covenants contained herein are necessary for the protection of the Owner’s legitimate business interests and are reasonable in scope and content.

6. Governing Law: It is agreed that this Confidential Nondisclosure Agreement is entered into in Clark County, Washington. This Agreement shall be construed in accordance with the laws of the State of Washington. Recipient's obligations under this Agreement supplement and do not supersede the obligations imposed on Recipient by the laws of the State of Washington and of the United States of America, including without limitation any federal or state copyright, trade name, trademark and trade secret acts.

7. Attorney's Fees and Venue: In any suit, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of Owner or Recipient, the prevailing party, as determined by a court of competent jurisdiction or arbitration tribunal, whichever shall apply, shall be entitled to recover from the other party reasonable sums and attorney fees and costs in connection with such suit, proceeding or action, including arbitration and appeal, which sums shall be included in any judgment or decree entered therein. Venue for any action under this Agreement shall be in Clark County, Washington.

8. Waiver of Breach: The waiver of any breach of any provision of this Agreement or failure to enforce any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

9. Disclaimer: This Agreement shall not be construed as granting to the Recipient a license or other interest under any patent or patent application, copyright, trademark, trade name or other proprietary right associated with the "disclosure materials."

10. Modification: This Agreement may be modified or amended only by a writing executed by all parties.

11. Binding Nature: This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, officers, directors, shareholders, subsidiaries, legal representatives, and successors and assigns.

DATED and agreed to this _____ day of _____, 20_____.

RECIPIENT:

By: _____
 Title: _____

OWNER:

IICRC
 By: _____
 Title: _____