

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this ____ day of _____, 20__ by and between Delta College (collectively, the Company) and _____, (Employee) as a condition of employment and continued employment including, but not limited to initial and continued access to Employer's and their customers', contractors' and vendors' confidential and proprietary information as provided and used for business purposes only.

For good and valuable consideration the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Ownership of the Confidential Information. The Employee acknowledges that the Confidential Information obtained by the Employee while employed by the Company, whether before or after the date of this Agreement, is the property of the Company and/or the Protected Parties, as applicable and at no time shall belong to the Employee.

2. Non-Disclosure. Therefore, the Employee agrees, without any time limitation, including during and after the term of this Agreement and his/her employment with the Company, that the Employee shall not disclose, use, or permit access, to any unauthorized person or entity, including within the Company, or use for the Employee's own purposes or gain, or that of any friend, relative or other third party, any Confidential Information without the prior written consent of the Company, unless and to the extent that the aforementioned matters (a) become generally known to and available for use by the public other than as a result of the Employee's acts or omissions in violation of this Agreement or (b) were within the Employee's possession prior to its being obtained by the Employee in the course of the Employee's employment with the Company; provided, however, that if the Employee receives a request to disclose Confidential Information pursuant to a deposition, request for information or documents in legal proceedings, subpoena civil investigative demand, governmental or regulatory process or similar process, (a) the Employee shall promptly notify the Company in writing, and consult with and assist the Company in seeking a protective order or request for other appropriate remedy; (b) in the event that such protective order or remedy is not obtained, or if the Company waives compliance with the terms hereof, the Employee shall disclose only that portion of the Confidential Information which, in the written opinion of the Employee's legal counsel, is legally required to be disclosed and shall exercise reasonable best efforts to assure that confidential treatment shall be accorded to such Confidential Information by the receiving person or entity; and (c) the Company shall be given an opportunity to review the Confidential Information prior to disclosure.

3. Confidential Information Defined. For purposes of this Agreement, “Confidential Information” shall mean information, observations and data concerning the business or affairs of the Company and/or any of the Protected Parties, including all business information (whether or not in written form) which relates to the Company or any of the Protected Parties, or any other third parties in respect of which the Company has a business relationship or owes a duty of confidentiality, or their respective businesses or products, and which is not known to the public generally other than as a result of the Employee’s breach of this Agreement, including: financial information, investment performance results or rates of return of the Company or any of the Protected Parties; technical information or reports; trade secrets; proprietary information, unwritten knowledge and “know-how;” operating instructions; training manuals; customer lists; customer buying records and habits; product/service sales records and documents and product/service development, marketing, and sales strategies; market surveys; marketing plans profitability analyses; product/service cost; long-range plans; information related to pricing, competitive strategies and new product/service development; personnel-related information, except as prohibited from non-disclosure by law; commercial contracts; and lists of suppliers. Confidential Information will not include such information known to the Employee prior to the Employee’s involvement with the Company or any of the Protected Parties, or information rightfully obtained from a third party other than pursuant to a breach by the Employee of this Agreement. Without limiting the foregoing, the Employee agrees to keep confidential the existence of, and any information concerning, any dispute between the Employee and the Company, except as prohibited by law, or that the Employee may disclose information concerning such dispute to the court that is considering such dispute or to the Employee’s legal counsel or representative provided that such counsel or representative agrees not to disclose any such information other than as necessary to the prosecution or defense of such dispute.

4. No Breach of Others’ Confidential Information. The Employee further agrees that the Employee will not improperly use or disclose any confidential or proprietary information or trade secrets, if any, of any former employers or any other person or entity to whom Employee has an obligation of confidentiality, and will not bring onto the premises of the Company or any of the Protected Parties, any unpublished documents or any property belonging to any former employer or any other person or entity to whom Employee has an obligation of confidentiality unless consented to in writing by the former employer or other person or entity.

5. Governing Law. This Agreement shall be governed by Michigan law.

6. Severability. Should any court or administrative body find that any portion of this Agreement violates state or federal law or is otherwise unenforceable, that portion shall be revised by the parties to make the provision legal and enforceable to the extent possible of the original language with all other provisions of this Agreement remaining in full force and effect.

7. Protected Employee Activity. Nothing in this Agreement is intended to interfere with, or have a chilling effect on any state or federal protected rights of the Employee. Should the Employee have any question regarding the application of this Agreement to the Confidential Information of the Company or any of the Protected Parties, the Employee should contact the Company’s Human Resources Director for compliance.

THE EMPLOYEE, BY SIGNING BELOW, ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTANDS ITS TERMS AND REQUIREMENTS AND HAS EXECUTED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Employee Signature/Date:

_____ / _____

Delta College:

By: Jennifer Carroll

Director Workforce Strategies

Employee is required to sign and return this form to their immediate supervisor.
Supervisor is to file with Human Resources.