

Confidentiality Agreement

This Confidentiality Agreement is between We Connect The Dots, Inc. (“WCTD”), a New York Not-For-Profit Corporation, 6 Kaylor Court, Cold Spring Harbor, New York 11724 and the individual named below (“Participant”). This agreement is effective as the later of the two dates listed below (“Effective Date”).

PREAMBLE

WCTD seeks to inspire and facilitate the education of students at a local, national and global level in Science, Technology, Engineering, Arts and Math (STEAM) careers and disseminate information to raise awareness of the workforce skills needed and the opportunities available for students embracing STEAM roles.

Participant will provide assistance to WCTD as a volunteer to achieve these goals.

Now therefore the parties, WCTD and Participant agree as follows:

I. CONFIDENTIALITY

Participant understands that WCTD may disclose Confidential Information to the Participant. “Confidential Information” means (a) all information (whether disclosed before or after the Effective Date) disclosed in tangible form by the WCTD and marked “confidential” or “proprietary”, and (b) all information (whether disclosed before or after the Effective Date) disclosed orally or otherwise in intangible form by the WCTD and designated as confidential or proprietary at the time of disclosure.

The Participant agrees to use the Confidential Information only for the purpose of providing services to WCTD and to protect the Confidential Information from unauthorized use, dissemination or publication.

The Participant’s obligation to protect Confidential Information under this Agreement will expire five (5) years from the date of receipt of the Confidential Information.

The restrictions of nondisclosure set forth in this Section I will not apply to any Confidential Information: (a) after it has become generally available to the public through no fault of the Participant; (b) that is rightfully in the Participant’s possession before disclosure to the Participant by the WCTD; (c) is received by the Participant in good faith from a third party not subject to an obligation of confidentiality; or (d) that WCTD agrees in writing may be disclosed. In addition, the Participant may disclose Confidential Information if required to do so by statute, administrative process or court order, provided that (i) the Participant gives the WCTD sufficient advance notice of such disclosure requirement; (ii) the Participant cooperates with the WCTD, at the expense of the WCTD, in trying to seek a protective order in connection therewith; and (iii) the scope of such disclosure is limited to the extent possible.

For the avoidance of doubt, nothing in this agreement obligates WCTD to keep information provided by Participant confidential.

II. MISCELLANEOUS

This Agreement represents the entire agreement between the parties on the subject matter and may not be amended or modified except with the written consent of both parties. Neither party may assign or subcontract its rights or obligations under this Agreement in whole or in part without the prior written of the other party.

Either may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party, provided that all obligations then in effect survive in accordance with their terms.

This Agreement will be governed by the internal laws of the State of New York without regard to its conflicts-of law rules. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof will be brought in courts located within the State of New York, County of Suffolk.

Nothing contained in this Agreement will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. This Agreement confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.

Signed on behalf of:
We Connect The Dots, Inc.

**Laurie Carey
President and CEO**

Date:_____

Signed on behalf of:
Participant

**Name:
Address:
City, State, Zip:**

Date:_____