**MENTOR CONFIDENTIAL DISCLOSURE AGREEMENT**

This agreement is entered into as of the last date of the signatures below (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (**"MENTEE"**) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** with a mailing address of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (**"MENTOR"**).

WHEREAS, **MENTEE** and **MENTOR** have agreed to participate voluntarily in the Pathways Mentorship Program coordinated by LaTonya Miller in 2020; and

 WHEREAS the parties may wish to disclose Confidential Information to one another in order to facilitate a productive discussion, and both parties are willing to agree to keep such information confidential.

 NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **MENTEE** and **MENTOR** agree on behalf of themselves, and their employees and agents if this agreement is made between non-individuals, to hold all Confidential Information received from one another in confidence and not to disclose it to anyone without prior permission of the disclosing party. The parties further agree that such Confidential Information will be used solely for the purpose of providing and receiving advice as part of the Mentor Program. The receiving party further will not disclose, use, practice, sell, or exploit any portion or all the Confidential Information except by written permission from the disclosing party, which shall be separate from this agreement. Confidential Information shall not apply to any information that is:

a) known to the receiving party before being obtained or derived from the disclosing party; or

b) available to the public without the receiving party’s fault at any time before or after it is obtained from the disclosing party.

 Obligations of confidentiality set forth in this agreement shall terminate three (3) years following the effective date of this agreement.

 2. **MENTEE** expressly releases **MENTOR** from any liability resulting from any advice or comments provided by **MENTOR**. Any commitment or relationships **MENTOR** and **MENTEE** may wish to enter in the future will be the subject of separate agreements. All documents, drawings, sketches and designs, if any, furnished by **MENTEE** shall remain the property of **MENTEE** and shall be returned to **MENTEE** at the end of the meeting.

3. **MENTEE** and **MENTOR** acknowledge that Pathways Mentorship, its agents, and employees, are not a party to this agreement and are not liable under any provisions herein. **MENTEE** and **MENTOR** expressly indemnify and hold harmless Pathways Mentorship from all claims arising out of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year as shown below and represent and warrant that they have the requisite authority to enter into this agreement.

**MENTEE** **MENTOR**

**By:** **By:**

**Printed Name Printed Name**

**Title** **Title**

**Date**  **Date**