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INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT

This Independent Contractor Confidentiality Agreement (this “Agreement”) is made effective as of _____, by and between Pettaway Pursuit Foundation (this “Organization”) and _____ (this “Receiving Party”).

- A. This Agreement is entered into pursuant for the safety of the organization’s personnel, members and information.
- B. The Receiving Party will act as _____.
- C. This is an independent contractor’s at will contract. Either party is able to terminate this Agreement

Therefore, the parties agree as follows:

1. CONFIDENTIAL INFORMATION

The Organization may (but is not required to) disclose certain of its confidential and proprietary information to the Receiving Party. “**Confidential Information**” means:

- (a) information relating to the Organization or its current or proposed business, including financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, whether provided orally, in writing, or by any other media, that was or will be:
 - (i) provided or shown to the Receiving Party by or on behalf of the Organization or Organization Representatives; or
 - (ii) obtained by the Receiving Party from review of documents or property of, or communications with, the Organization or Organization Representatives; and
- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

- (a) **Confidentiality.** The Receiving Party shall keep the Confidential Information confidential. Except as otherwise required by the Organization or by the law,
 - (i) disclose any Confidential Information to any person or entity other than with the Organization’s prior written authorization.

- **(b) No Reverse Engineering.** The Receiving Party may not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Confidential Information and that are provided to the Receiving Party under this agreement. Except as otherwise required by the Organization.
- **(c) Term.** The herein contained Agreement shall remain in effect. Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

3. RETURN OF PROPERTY.

If the Organization requests, the Receiving Party shall promptly:

- **(a)** return all Confidential Information to the Organization; and

4. OWNERSHIP RIGHTS.

The Receiving Party acknowledges that the Confidential Information is, and at all times will be, the Organization's sole property, even if suggestions made by the Receiving Party are incorporated into the Confidential Information. The Receiving Party obtains no rights by license or otherwise in the Confidential Information under this agreement. Neither party solicits any change in the other party's organization, business practice, service, or products, and the disclosure of Confidential Information may not be construed as evidencing any intent by a party to purchase any products or services of the other party or as an encouragement to expend funds in development or research efforts. The Confidential Information may pertain to prospective or unannounced products. The Receiving Party may not use the Confidential Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

5. NECESSARY ACTS; FURTHER ASSURANCES.

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the aforementioned effective date.

By: _____

By: _____

Pettaway Pursuit Foundation

609 Cypress Street,

Yeadon, PA 19050
