



## **SandpiperCREATIVE**

*BARBARA PASSERO, DIRECTOR*

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### **CAREER AND MENTOR Kit™ (CAMKit™) PROGRAM CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between \_\_\_\_\_ with address of \_\_\_\_\_ (hereinafter “Recipient”), and **Barbara Passero, d/b/a Sandpiper Creative**, with an address of 31 Grant Avenue, Belmont, MA 02478 (hereinafter “**Passero/Sandpiper**” or “Discloser”).

WHEREAS, Passero/Sandpiper has developed a unique career exploration program known as the **CAREER AND MENTOR Kit™ (CAMKit™) PROGRAM** (the “**CAMKit™ Program**”), and

WHEREAS, the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of potentially working with the Discloser in a mutually beneficial arrangement that may lead to the Recipient utilizing the Program,

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

#### **1. Acknowledgement.**

The parties acknowledge that **Passero/Sandpiper** has developed the Program and curriculum for the Program known as the **CAREER AND MENTOR Kit™ (CAMKit™) PROGRAM**, a product intended to assist students and others to learn about career options. The parties further acknowledge that **CAMKit™** is unique, and contains valuable confidential and proprietary information, and that the Parties have discussed and intended to discuss the Program, which includes without limitation, mentor biography cards, written lesson plans, full-day lesson plans, the syllabus, original materials such as games, card games, resource materials, website resources, and all other materials from the **CAMKit™** Program. The parties agree that such information given to Recipient by **Passero/Sandpiper** regarding **CAMKit™**, whether such information is oral written, printed, electronically transmitted, shown on video or PowerPoint, contained on a computer disc or otherwise represented is confidential and proprietary information of **Passero/Sandpiper**, hereinafter referred to as “Confidential Information.”

#### **2. Confidentiality.**

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to reproduce, create or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person(s) or entity(ies) at any time and in any manner, without first obtaining written approval from the Discloser.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

**3. Limits on Confidential Information.**

Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- a. was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- b. has become publicly known through no wrongful act of Recipient;
- c. was ordered to be publicly released by the requirement of a government agency.

**4. Ownership of Confidential Information.**

Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents, copyrights, trademarks or other intellectual property protecting or relating to the Confidential Information.

**5. Term and Termination.**

The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

**6. Survival of Rights and Obligations.**

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

**NAME**  
**(Recipient)**

**BARBARA PASSERO D/B/A SANDPIPER**  
**CREATIVE**  
**(Discloser)**

By: \_\_\_\_\_

\_\_\_\_\_

Barbara Passero

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_