



YOUSCIENCE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

I, [enter name] _____, hereafter referred to as “**Recipient**,” agree to the terms of this YOUSCIENCE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT.

Effective Date: [day] _____, [month] _____, [year] _____.

Recipient understands and agrees that:

1. YouScience has disclosed or may disclose to the Recipient Proprietary Information relating to the business and/or related products of YouScience, its clients, or its partners, and the Recipient has/is willingly accepting said Proprietary Information from YouScience.
2. Recipient shall keep the Proprietary Information strictly confidential, and:
 - 2.1. Shall take all reasonable precautions to protect and secure Proprietary Information (electronic or physical).
 - 2.2. Shall not copy, reproduce or reverse engineer, in any form, any of the Proprietary Information.
 - 2.3. Shall not transmit, disclose, or allow unauthorized use or access of, directly or indirectly, in any form, the Proprietary Information to any third party, including Recipient’s work associates.
3. “Proprietary Information” shall mean any product content, exam or assessment content, documentation, reports, analyses, standards and objectives, blueprints, software, or items owned or administered by YouScience or any of YouScience’s clients or partners that are not generally known to the public, and that if not kept confidential could be expected to adversely affect the business of YouScience, its partners, or its clients. All assessment content delivered through YouScience’s systems is Proprietary Information. Proprietary Information shall not mean information that the Recipient can establish, on or before the Effective Date, was generally known to the public or legally became generally known to the public.
4. YouScience may be significantly harmed by the unauthorized disclosure by the Recipient or the Recipient’s representatives of the Proprietary Information, and in the event of any unauthorized disclosure of the Proprietary Information, YouScience is entitled to obtain any and all equitable relief available at law including injunctive relief for said breaches, including reasonable attorney’s fees and costs.
5. Proprietary Information shall under all circumstances exclusively remain the property of YouScience.
6. Upon termination of this Agreement, or upon request from YouScience at any time, the Recipient shall return all Proprietary Information to YouScience, or shall destroy or securely delete all such Proprietary Information as directed by YouScience.
7. The Term of this Agreement shall be for two years from the Effective Date or until the Recipient no longer has access to the Proprietary Information, whichever time period is longer. Notwithstanding the Term, Recipient’s obligations under this Agreement shall survive and remain in effect for a period of ninety-nine years or until the Proprietary Information disclosed to Recipient is no longer confidential.
8. The failure of either Party to enforce its rights under this Agreement, at any time and for any period, shall not be a waiver of such rights.
9. This Agreement shall be governed by the laws of the State of Delaware

I, the Recipient, understand and agree to all the terms of this Non-Disclosure and Confidentiality Agreement.

Signature: _____ Phone: _____

Address: _____ Email: _____
