



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is entered into by and between you, the company or organization as a participant (“**Participant**” or “**You**”) of the Society of Women Engineers (“**SWE**”) Advocates for Empowerment (“**A4E**”) 2022 program (the “**Program**”) and SWE, an Illinois non-profit corporation, having offices at 130 East Randolph Street, Suite 3500, Chicago, IL 60601 (each a “**Party**,” and collectively the “**Parties**”).

1. PURPOSE

Participant wishes to participate in the Program which includes analysis and evaluation of Participant’s Confidential Information, together with like information provided by other participants, as well as consideration for recognition (collectively, the “**Purpose**”). In connection with the Purpose, Participant may provide to SWE certain confidential business information that both Parties desire to be treated as confidential.

2. CONFIDENTIAL INFORMATION

“**Confidential Information**” means any proprietary or confidential information provided by Participant to SWE in connection with Participant’s participation in the Program, including without limitation documents or data sets, which are marked “Confidential,” “Proprietary” or in some other manner to indicate their confidential nature. Confidential Information shall not include any information that: (i) is or becomes publicly known or made generally available through no wrongful action of SWE; (ii) is in the possession of SWE at the time of disclosure by Participant; (iii) is obtained by SWE from a third party without an accompanying duty of confidentiality; or (iv) is independently developed by SWE without use of or reference to Confidential Information. If SWE becomes legally compelled to disclose any Confidential Information, SWE will provide Participant prompt written notice, if legally permissible, and will use its best efforts to assist Participant in seeking a protective order or another appropriate remedy. If Participant waives compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, SWE will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all other purposes.

3. NON-USE AND NON-DISCLOSURE

- A. *For the Purpose.* SWE agrees not to use the Confidential Information of Participant for any purpose except to evaluate and engage in discussions concerning the Purpose, which includes assessing Participant’s performance relative to other Program participants. SWE is permitted to make copies of the Confidential Information as reasonably necessary for the Purpose. SWE

agrees not to disclose any Confidential Information to third parties, except to third parties who are required to have the information in order for SWE or agents acting on its behalf to evaluate or engage in discussions concerning the Purpose and who are bound by non-use and non-disclosure obligations consistent with this Agreement.

- B. *Protection of Confidential Information.* SWE will take reasonable measures to protect the secrecy of and avoid disclosure of the Confidential Information and will take at least those measures that it employs to protect its own like confidential information. SWE shall promptly notify Participant after becoming aware of any unauthorized use or disclosure of Confidential Information.
- C. *Permitted Disclosures.* Notwithstanding anything herein to the contrary, SWE is permitted to use and disclose Confidential Information in de-identified and aggregated form with data from other participating companies, provided that individual data will not be shared nor linked to Participant's name in any way, either publicly or in customized reports. SWE may, in its sole discretion, publicly recognize the achievements of top performing Program participants, including, for example, by publishing the names of top performing participants overall or in designated categories (such as based on industry, company size, or region). SWE may publicly disclose that Participant is an award recipient, or a top performer (including Participant's performance threshold) but will not publicly link Participant's name with any Confidential Information, unless Participant gives permission for SWE to do so. Without limiting the foregoing, SWE may disclose any Confidential Information that Participant gives SWE express permission to disclose, provided that SWE's disclosure is limited to the purpose authorized by Participant. Participant acknowledges and agrees that SWE cannot control and is not responsible for any use of the Confidential Information following any such authorized public disclosure.

4. NO OBLIGATION; NO LICENSE

Nothing in this Agreement obligates either Party to enter a business relationship. This Agreement does not restrict either Party from independently developing or marketing competitive products or services. Nothing in this Agreement is intended to grant SWE any rights under any patents or copyrights of Participant.

5. DE-IDENTIFICATION OF MATERIALS

For SWE to operate the Program and accomplish the Purpose, Participant's Confidential Information will be integrated with like data from other Program participants. Once so integrated, it is not possible for SWE to remove or destroy any individual participant's data. However, upon Participant's written request, SWE will use best efforts to de-identify Participant's Confidential Information to remove any link to Participant's name. Participant recognizes that following such de-identification, the full benefits of participation in the Program, such as year-to-year comparison of Participant's performance, may no longer be available to Participant.

6. TERM

The Parties' obligations under this agreement shall survive, with respect to any Confidential Information, until five (5) years from the Effective Date.

7. MISCELLANEOUS

This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the jurisdiction of state and/or federal courts located in Chicago, Illinois. This Agreement, together with the Program Application, contains the entire agreement between the Parties with respect to the Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose. If a court or other body of competent jurisdiction finds, any provision of this Agreement to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a written agreement signed by both Parties.

This Agreement is in addition to and does not supersede any prior agreements of confidentiality or non-disclosure between the Parties. By executing this Agreement, the Parties warrant and represent that they have the right to enter into this Agreement and that the Agreement does not violate policies, if any, of the institutions with which they are affiliated or any other contract or relationship.

Society of Women Engineers

Participant: _____

By: _____

By: _____

Name: Jennifer Abman Scott

Name: _____

Title: Vice President, Strategic Partnerships

Title: _____

Date: _____

Date: _____