

NON-DISCLOSURE AGREEMENT

This agreement dated June 30, 2022 (the “Agreement”), between, Guadalupe Ramirez a staff person at the Central Region Ecosystem for Arts, Technology and Entrepreneurship (“CREATE”), an economic development program at the Central Region Innovation and Commercialization Center Inc., which is a Kentucky-based 501(c)(3) non-profit company, and any person submitting their resume and/or contact information into the CO/CREATE database (“Person”) (each of CREATE and CO/CREATE NAME, a “Party” or together, the “Parties”).

1. Background. The Parties intend to potentially engage in discussions about opportunities for employment, investment or other desirable opportunities substantial enough to entice the Person (person submitting information to the CO/CREATE database) to move to or stay in the Bowling Green Kentucky region (the “Proposed Relationship”).
2. Definition of Proprietary Information. Person’s contact information, current employer and name.
3. Disclosure of Proprietary Information. In the course of interaction with the CO/CREATE web site, it is anticipated that the Person may submit their contact information, current employer, previous employers, position, previous work experience and/or area of talent(s). Per this agreement, CREATE agrees to only allow staff that have signed and published a non-disclosure agreement on the CO/CREATE web site to have access to any Proprietary Information as specified in Section 2.
4. Limitation on Obligations. The obligations of the Receiving Party specified in Section 3 above shall not apply, and the Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent Receiving Party can demonstrate, by clear and convincing evidence, that such Proprietary Information:
 - (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party;
 - (b) is in the Receiving Party’s possession at the time of disclosure otherwise than as a result of Receiving Party’s breach of any legal obligation;
 - (c) becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information; or
 - (d) is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Information.

In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above exceptions.

Receiving Party may disclose Proprietary Information if and to the extent required by applicable laws, governmental or regulatory regulations, or proper legal or governmental

authority; provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party and Receiving Party takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. In the event that the Receiving Party is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Proprietary Information or any other information concerning the Proposed Relationship, the Receiving Party agrees that it will provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party to seek an appropriate protective order or other remedy, to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any such event, the Receiving Party will use reasonable efforts to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment.

5. Return of Documents. The Receiving Party shall, upon the termination of this Agreement or the request of the Disclosing Party, destroy or erase the Proprietary Information received by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof).

7. Term and Termination.

(a) Each Party has a right to terminate the Agreement upon written notice to the other Party. Upon termination of the Agreement by any of the Parties, no Party has any further obligation or liability to the other Party other than the continuing obligation of confidentiality hereunder.

(b) The provisions of this Agreement shall continue with respect to the confidentiality of the respective item of the Proprietary Information until the earlier of: (i) five years from the date of disclosure of the respective item of Proprietary Information; (ii) the occurrence of any of the events set forth in (a) through (d) of paragraph four.

8. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the Receiving Party relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the Disclosing Party and the Receiving Party.

(b) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

(c) This Agreement shall be construed and interpreted in accordance with the laws of Kentucky.

(d) Each Party acknowledges that it, and none of its respective officers, directors, employees, agents or controlling persons or representatives make any express or implied representation or warranty as to the accuracy or completeness of any Proprietary Information, and agree that none of such persons shall have any liability relating to or arising from the use of any Proprietary Information or for any errors therein or omissions

therefrom. Each Party also agrees that it is not entitled to rely on the accuracy or completeness of any Proprietary Information and that it shall be entitled to rely solely on such representations and warranties regarding Proprietary Information as may be made to it in any final agreement relating to the Proposed Relationship, subject to the terms and conditions of such agreement. Both Parties further acknowledge and agree that each Party reserves the right, in its sole and absolute discretion, to reject any or all proposals and to terminate discussions and negotiations at any time.

(e) The provisions of this Agreement are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies, which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

EXECUTED as of the day and year first set forth above.

CREATE

By: 

Print Name: Guadalupe Ramirez

Address:

WKU Innovation Campus
2413 Nashville Rd, Suite B8
Bowling Green, KY 42104

