



STANDARD NON-DISCLOSURE AGREEMENT

“Volunteer”:	
Volunteer’s Notice Address:	
“ILTA”	The International Legal Technology Association
ILTA’s Notice Address:	ILTA 159 N. Sangamon St, Suite 200 Chicago, IL 60607

This Standard Non-Disclosure Agreement (the “**Agreement**”) is effective as of the date of signature by the Volunteer identified above. The Volunteer understands and agrees to be bound by the following terms and conditions.

1. **Definitions.**

- a. “**Confidential Information**” means the confidential, proprietary, non-public, and trade secret information disclosed by ILTA under this Agreement. Confidential Information is comprised of:
 - i. Information that (1) is identified in writing as Confidential Information prior to or at the time of disclosure, or (2) if not identified in writing as Confidential Information, the Volunteer knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to the Volunteer in confidence, and such information includes, but is not necessarily limited to, member lists, member information, vendor lists, financial information, forecasts, contractual information, pricing information, cost information, profit information, internal business organization information, marketing plans, business and expansion plans, ideas, concepts or other business information, research and development, “Trade Secrets” (as defined by the Illinois Trade Secrets Act), and unpublished patent applications, copyrights, technologies, techniques, templates, processes and methods, and computer software; and
 - ii. Discussions about the above information that may occur before, at the same time, or after disclosure of the information.
- b. “**Covered Person**” means employees, agents, Volunteers, and professional advisers of the Volunteer.

2. **Obligations of Volunteer.** The Volunteer shall at all times:

- a. Maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances;
- b. Disclose any Confidential Information only to the Volunteer’s Covered Persons who have a need to know and who have agreed in writing to abide by non-disclosure terms at least as comprehensive as those in this Agreement. The Volunteer will be liable for breaches of this Agreement by its Covered Persons;
- c. Not disclose any Confidential Information to any other third party without ILTA’s prior written permission; and
- d. Not make any copies of the Confidential Information, except copies that are necessary for the Volunteer’s disclosures under Section 2(b).

3. **Exceptions to Volunteer’s Obligations.** The Volunteer shall have no obligation to keep confidential any information that:

- e. was previously known to Volunteer free of any obligation to keep it confidential and such previous knowledge is evidenced in credible written documentation or other equally conclusive evidence;
- f. is or becomes part of the public domain as evidenced by a printed publication or other equally conclusive evidence, and without breach of this Agreement;
- g. is received from a third party as a matter of legal right without breach of this Agreement and without confidentiality restrictions;
- h. is required to be disclosed pursuant to a valid court order or other government order, so long as, to the extent permitted by law, Volunteer has provided notice to ILTA about such order prior to making the required disclosure; or
- i. is approved for public release by written permission by an authorized representative of ILTA.

4. **Term; Termination.** The Volunteer is bound by the confidentiality obligations in this Agreement for as long as any information disclosed continues to meet the definition of “Confidential Information” and does not fall within an exception set forth in Section 3. Either Volunteer or ILTA may terminate this Agreement at any time without cause by giving the other party written notice of termination. Volunteer’s obligations concerning Confidential Information disclosed during the term of this Agreement will survive any termination as provided in this Section 4.

5. **Return/Destruction of Confidential Information.** ILTA may, at any time, request in writing the return or destruction of all or

part of its Confidential Information previously disclosed, and all copies of its Confidential Information. The Volunteer must promptly comply with this request, and certify in writing its compliance. Notwithstanding, upon termination of this Agreement, the Volunteer immediately shall return all copies of ILTA's Confidential Information to ILTA, or at ILTA's instruction, destroy all copies of ILTA's Confidential Information in the Volunteer's possession and provide written certification of such destruction.

6. Title; No Warranty; No Obligation to Disclose. ILTA shall retain all rights and title in and to its Confidential Information, and Volunteer shall take no action to obtain, transfer, or otherwise attack ILTA's ownership rights in its Confidential Information. ILTA makes no warranties or representations regarding the Confidential Information that it discloses under this Agreement, including, without limitation, the completeness of the Confidential Information or that Confidential Information is free from error. Neither party has any obligation to disclose Confidential Information to the other under this Agreement.

1. Injunctive Relief and Other Remedy Rights. The Volunteer acknowledges and agrees that a breach of its obligations under this Agreement will cause damage of an irreparable and continuing nature to ILTA, for which money damages alone may not be adequate relief. Accordingly, in addition to any other remedies available to ILTA, ILTA is entitled to seek injunctive relief to prohibit any or all of the Volunteer's continuing breach of the terms of this Agreement, without any requirement to post bond. In the event of any successful action by ILTA to enforce any portion of this Agreement and/or to correct a breach or threatened breach of this Agreement, ILTA shall be entitled to recover all costs and expenses of such action, including reasonable attorney fees and expert witness fees, from Volunteer.

2. General.

- j. Independent Parties. This Agreement does not create a joint venture, partnership, or other form of business association between the parties, and the parties shall be considered independent Volunteers under this Agreement.
- k. No Waiver. Any failure by a party to enforce any provision of or right under this Agreement is not and shall not be interpreted as a waiver of any right to enforce the same or any other right or provision of this Agreement at a later date.
- l. Severability. If any provisions of this Agreement are deemed to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed to be restricted or otherwise modified to the extent necessary to render it valid and enforceable. In the event that any such provision cannot be modified or restricted, then it shall be deemed removed from this Agreement, and this Agreement shall be construed and enforced as if such provision had not originally been present in the Agreement.
- m. Notices. Notices required or permitted under this Agreement shall be deemed to have been given on personal delivery (including overnight courier service), by facsimile or email upon a confirmation of receipt, and if by mail on the third day after the mail is deposited in the U.S. Mail, by first class mail, postage prepaid return receipt requested and addressed to a party's respective notice address provided on Page 1.
- n. Governing Law and Jurisdiction; Entire Agreement. All disputes arising out of or related to this Agreement will be governed by and interpreted under the laws of the State of Illinois. The parties shall submit all disputes which arise under this Agreement to state or federal courts located solely in the Cook County, Illinois for resolution, and the parties agree that the aforesaid venue jurisdiction is the exclusive venue and jurisdiction for disputes, and specifically waive any claims they may have which involve jurisdiction or venue. This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and it supersedes all prior or contemporaneous oral or unsigned, written agreements, understandings, or communications between the parties related to the same subject matter. This Agreement may not be modified or amended except through a writing signed by authorized representatives of ILTA and the Volunteer.

AGREED:

Volunteer:

Signature

Type/Print Name

Title

Date