



Creating Entrepreneurial Opportunities

Confidentiality and Ethics Agreement

Kokomo School Corporation allows me to visit a number of area businesses as part of my CEO experience. During the course of receiving the instructions and experiences that involve visits to and contact with business, I may from time to time have access to information that may be considered confidential.

- 1.) For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
- 2.) The CEO student’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.
- 3.) The CEO Student's shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise, disclose to other, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4.) As a CEO Student you hold yourself to very high standards for ethical behavior. Do the right thing, even if no one else will ever know. CEO student's shall be honest and trustworthy in all of their endeavors both in and outside of CEO class.

I agree to:

- Treat all customer and business information and records as strictly confidential.
- Not disclose any confidential information to which I have access.
- After the conclusion of my CEO experience, I will continue to hold that information as confidential and will not use, share, or recreate any such information to a third party unless required by law.
- Behave in an ethical manner in all endeavors.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Student Signature **Date**

Print Student Name **Date**

Parent Signature **Date**

Facilitator Signature **Date**

Director Signature (*administrative agent for CEO*) **Date**