

## TNNAC CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into this 16th day of August, 2003 by and between all TNNAC candidates residing in Tennessee who submit information to TNNAC (hereinafter "Disclosers"), and the individual members of the board of directors of the TENNESSEE NATIVE AMERICAN CONVENTION (TNNAC), a non-profit organization in Tennessee (hereinafter "Recipient").

WHEREAS Recipient (TNNAC) will have access to certain ideas and information relating to individual candidates' and nominees' personal information, including address, phone numbers, family members, birth dates and places, marriages, and genealogical data that is confidential and proprietary to Disclosers (hereinafter "Confidential Information"); and

WHEREAS the Recipient (TNNAC) is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of fulfilling organizational responsibility to the Tennessee Native American community and to the State of Tennessee, Public Chapter 344, 2003, in determining individuals' background, including claims to being of Native American descent;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

### 1. DISCLOSURE.

Discloser agrees to disclose, and Receiver (TNNAC) agrees to receive the Confidential Information.

### 2. CONFIDENTIALITY.

#### 2.1 NO USE.

Recipient (TNNAC) agrees not to use the Confidential Information in any way, or to engage in any public political discussions embodying Confidential Information, except for the purpose set forth above, and then only among fellow members of the TNNAC board of directors.

#### 2.2 NO DISCLOSURE.

Recipient (TNNAC) agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any other person outside of the TNNAC board of directors.

#### 2.3 PROTECTION OF SECRECY.

Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

### 3. LIMITS ON CONFIDENTIAL INFORMATION.

Confidential Information shall not be deemed proprietary and the Recipient (TNNAC) shall have no obligation with respect to such information where the information:

- (a) was known to Recipient (TNNAC) prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

**4. OWNERSHIP OF CONFIDENTIAL INFORMATION.**

Recipient (TNNAC) agrees that all Confidential Information shall remain the property of Discloser (candidates and nominees), and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or other intellectual property protecting or relating to the Confidential Information.

**5. TERM AND TERMINATION.**

The obligations of this Agreement shall be continuing in perpetuity until the Confidential Information disclosed to Recipient (TNNAC) is no longer confidential.

**6. SURVIVAL OF RIGHTS AND OBLIGATIONS.**

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient (TNNAC), its successors and assigns.

**7. RETURN OF MATERIALS.**

All confidential materials received by and for the use of Recipient (TNNAC) are and shall remain the property of Discloser and must be returned after use by Recipient within fourteen (14) days of request by Discloser.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER ( \_\_\_\_\_ )  
Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RECIPIENT (TNNAC Board Members)**

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RECIPIENT (TNNAC Board Members)

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_