

Mutual Ethical Collaboration Agreement

The Ethical NDA™

This is a Mutual Agreement where each of us, as Members of this Agreement, agree as follows:

- We respect our own – and each other’s – intellectual property.
- We can collaborate freely with each other.

MUTUAL NON-DISCLOSURE PROVISION

We agree to mutually protect the other Member’s Proprietary Information.

This Agreement will apply to all Proprietary Information disclosed by one Member to another Member. For purposes of this Agreement, “Proprietary Information” shall mean any information that reasonably appears to be proprietary or proprietary in nature because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Proprietary Information may be disclosed in written or other tangible form, or by electronic, oral, visual or other means.

The disclosing Member is responsible for identifying any Proprietary Information. Any information not identified is considered non-proprietary information.

The Recipient of another Member’s Proprietary Information shall protect such information with a reasonable standard of care, using the same procedures and care that the Recipient protects his or her own similar Proprietary Information.

The obligations imposed by this Agreement shall not apply to any portion of the information which, at the time of disclosure, (a) was previously known to the Recipient and not subject to a secrecy obligation, or (b) had earlier been publicly disclosed, or (c) was otherwise available to the public.

The obligations shall terminate immediately with respect to any information which (a) becomes publicly available or (b) is disclosed

by the owner of the information without obligation of secrecy by any third party.

It is understood that the intentional or unintentional transmission of any Proprietary Information does not grant a license of any sort to the Recipient. I agree not to use the Proprietary Information of another Member without explicit permission.

The Mutual Non-Disclosure Provision shall expire two (2) years after the last transmission of Proprietary Information.

MUTUAL COLLABORATION PROVISION

I that when I help another Member, I do so without compensation or expectation of compensation, absent an agreement to the contrary. Such mentoring may involve me giving advice, ideas, or other information to another Member, and such information may include two types of information: encumbered ideas and unencumbered ideas.

Encumbered ideas are ideas that I have a previous obligation to assign, which may include ideas encumbered under a preexisting employer or business obligation, which may already be in the public domain, or which relate to a prior or existing project of mine. Unencumbered ideas are new ideas unrelated to any prior encumbrances and that directly relate to another Member’s project.

I hereby grant to an Advisee a royalty-free, non-exclusive license with the right to sublicense to unencumbered ideas that I create during interactions under this Agreement and that directly relate to another Member’s project.

MEDIATION AND ARBITRATION PROVISION

I agree that if there is a dispute about this agreement, either party has an option to seek non-binding mediation, and, if that fails or instead of mediation, either party may seek binding arbitration to settle the disagreement. I agree that when arbitration is requested by one Member, both Members are committed to binding arbitration.

I agree to allow Ethical Collaboration Association, Inc., a non-profit corporation, to administer the dispute through mediation and arbitration, but the final decisions, if any, shall be made by independent third parties. Costs for mediation or arbitration are borne by the participants, and are determined and allocated by the mediator or arbitrator.

It is the express intent of the Members that, under all circumstances, punitive damages and the right of a jury trial shall be waived and the prevailing Member may be entitled to recover reasonable attorney's fees, court costs and expenses actually incurred in enforcing any arbitration award.

Any Member seeking to set aside this mediation and arbitration agreement by judicial action shall be responsible for all fees and costs, without limitation, of the Parties defending against such action, irrespective of the outcome of such judicial action. The venue for such arbitration shall be mutually agreed, but if no agreement is reached, then Denver, Colorado.

The Binding Arbitration Provision shall be enforceable for any dispute under this Agreement no matter when the dispute arises. The costs of arbitration shall be borne

by the Members, and cost allocation may be determined by the arbitrator.

ADDITIONAL PROVISIONS

This Agreement is not intended and shall not be construed as creating a joint venture, partnership, or other form of business association between any Members or with Ethical Collaboration Association, Inc.

The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, subsidiaries, affiliates, successors and assigns of the Members. This Agreement is only assignable by any Member to (a) its parent company, (b) to a successor of the business, or (c) to a successor acquiring those assets of the business of the assigning Member that pertain to the subject matter of this Agreement.

This Agreement contains the entire agreement and understanding between the Members with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations. No addition or modification to this Agreement is valid unless made in writing and signed by the Member. If any portion of this Agreement shall prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other portions hereof.

Ethical Collaboration Association, Inc. does not provide legal services and no attorney/client relationship exists between any Member and Ethical Collaboration Association, Inc. Any mediation or arbitration services are provided by third parties unaffiliated with Ethical Collaboration Association, Inc., and Ethical Collaboration Association, Inc. is not responsible for any outcome.

First Member:

Address:

Second Member:

Address:

Email:

Date:

Signature:

Email:

Date:

Signature:

