



EICA “Non-Disclosure Agreement”

WHEREAS, Electrical Industry Certifications Association (EICA) wishes to protect its Confidential Information, as defined below, against any unauthorized use and any unauthorized or uncontrolled disclosure.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, EICA and signee agree as follows:

- A. As used throughout this Agreement, the term “Confidential Information” means information not generally known to third parties and which is proprietary to EICA including information about EICA’s proprietary test items and item bank questions used for EICA’s certification programs, test scoring criteria for written and practical exams and other business affairs of EICA relating to the management, development, and administration of certification programs and exams. All information, oral or written, of EICA that is disclosed to Signee or to which Signee obtains access, whether originated by Signee or by the discloser or others, shall be presumed to be Confidential Information.
- B. As used throughout this Agreement, the acronym “EICA” means the Electrical Industry Certifications Association.
- C. It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to EICA and could seriously affect the fairness of EICA’s certification programs and certification exams. Accordingly, Signee agrees:
1. Not to use any of the Confidential Information for any purpose other than for or in connection with the Authorized Purpose.
 2. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of EICA.
 3. That, upon EICA’s request, all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to EICA or destroyed by Signee, and Signee will certify that the provisions of this paragraph have been complied with.
- D. The obligations pursuant to Section C above shall not apply to information which:
1. Is or becomes a part of the public domain through no act or omission of Signee;
 2. Can be shown to be already possessed by Signee as of the date of disclosure;
 3. Shall be made available to Signee on a non-confidential basis by a third party having a right to do so;
 4. Is disclosed by order of a court of competent jurisdiction; or
 5. EICA authorizes, in writing, for release.
- E. In the event that Signee or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the receiving party agrees to:
1. Immediately notify EICA of the existence, terms and circumstances surrounding such a request, so that EICA may seek an appropriate protective order and/or waive Signee’s compliance with the provisions of this Agreement; and
 2. If disclosure of the Confidential Information is required in the opinion of Signee’s counsel, to the extent possible cooperate with EICA in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

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F. The parties acknowledge that the Confidential Information is the property of EICA, and the disclosure of the Confidential Information to Signee does not convey any right, title or license in the Confidential Information to Signee. Signee shall not appropriate the Confidential Information to Signee’s own use or to the use of any third party and shall only use the Confidential Information for the exclusive benefit of EICA except to the extent otherwise authorized in writing by EICA.

G. It is further understood and agreed that no failure or delay by EICA in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege under this Agreement.

H. The termination of the discussions or relationship between the parties shall not relieve Signee or its employees, agents or affiliates of the obligations of nonuse or nondisclosure under this Agreement or the obligation to return or destroy certain materials.

I. The parties agree that money damages would not be sufficient remedy for any breach of this Agreement, and the non-breaching party shall be entitled to enforce this Agreement by injunctive and other available relief, including without limitation specific performance.

J. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the receiving party and rights of the disclosing party expressed in this Agreement shall be in addition to, and not in limitation of, those provided by applicable law. This Agreement may be modified or waived only by a separate writing by Signee and EICA expressly so modifying or waiving such. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. References to EICA and Signee shall be deemed to include each of their affiliates, if any. Any disputes arising out of this Agreement shall be adjudicated in federal or state district court in the State of Utah and each party hereby consents to the jurisdiction of such court. This Agreement shall be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing as of the date first set forth above by execution of the Agreement by their respective authorized representatives.

Electrical Industry Certifications Association

Signee

By (signature)

By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date