



NATIONAL FFA
**NATIONAL OFFICER
SELECTION PROCESS**

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by and between the undersigned National FFA Officer Candidate (referred to in the first person, as "I," "me," "my," etc.) and the National FFA Organization, each a "party," and collectively, "the parties," and shall be effective on the date I sign it.

The National FFA Organization has developed certain confidential material and information associated with the National Officer Selection Process which FFA seeks to protect through this Agreement. As a National FFA Officer Candidate, I understand that my participation in the selection process will involve my acquisition and/or access to Confidential Information (as defined below) that is relevant to the selection process and/or required for my participation in that process. I agree to protect and maintain the confidentiality of all Confidential Information, and I acknowledge that this Agreement provides me with a detailed understanding with respect to the treatment of the Confidential Information and related matters.

1. Confidential Information: "Confidential Information" as used in this Agreement, means: (a) all information, records, documents, and data, of whatever nature, and whether or not marked as "Confidential," that relate in any manner to the National Officer Selection Process; (b) interview questions, exercise prompts, or scenario-based information associated with the National Officer Selection Process; (c) confidential and/or official discussions that relate to the National Officer Selection Process including, but not limited to, information relating to deliberations relating to that process; and (d) other non-public information, proprietary data and information, and trade secrets of the National FFA Organization. Confidential Information shall not include any information or material that is or becomes generally known to the public by publication or other means by the National FFA Organization, or material that is approved, in writing, for disclosure by the National FFA Organization. In addition, Confidential Information shall not include material that is required to be disclosed by law; provided, however, that in the event I believe that I am required by law to disclose any Confidential Information, I shall provide written notice to the National FFA Organization before such disclosure is made (as permitted by law), so that it has sufficient time to file or make any objection to such disclosure or to request a legal protective order in regard to the Confidential Information. Notwithstanding the foregoing, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. §1833), I shall not be held criminally or civilly liable under any Federal or State trade secret law for my disclosure of a trade secret of the National FFA Organization that is made by me: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed by me in a lawsuit or other proceeding, on the condition that such filing is made under seal.
2. Non-Disclosure of Confidential Information. I agree to maintain the confidentiality of the Confidential Information and shall not, directly or indirectly, use, duplicate or disclose, or permit anyone else to

use, duplicate or disclose the Confidential Information for any purpose other than those described in the National Officer Selection Process Handbook and approved by the National FFA Organization. I agree that if I am considering the disclosure of material or information and such material or information may qualify as Confidential Information, I shall request and receive clarification from the National FFA Organization before any such disclosure is made.

3. Return of Confidential Information. At the conclusion of the National Officer Selection Process, or at such other time at the request of the National FFA Organization, I shall immediately return all material containing Confidential Information, including, without limitation, electronic material, to the National FFA Organization. If, at any time, I terminate my participation in the National Officer Selection Process or such participation is terminated by the National FFA Organization, I shall immediately return all materials, including electronic materials, containing Confidential Information to the National FFA Organization, and shall not retain any copies thereof including, without limitation, copies on any electronic device.
4. Miscellaneous: The parties agree that: (a) by signing this Agreement, they have full power and authority to enter into it and to fulfill their obligations herein; (b) this Agreement may be assigned by the National FFA Organization, but it is personal to me and I may not assign it; (c) my obligations herein and the National FFA Organization's rights under this Agreement are permanent in nature and shall survive the termination of my participation in the National Officer Selection Process; (d) Indiana law shall govern this Agreement, without regard to its conflict of laws principles, and any action relating to this Agreement may be instituted and litigated exclusively in the appropriate Federal or Commercial Court having jurisdiction over Marion County, Indiana; (e) each party waives, and agrees not to assert in any action relating to this Agreement that such party is not subject personally to the jurisdiction of the above-described courts or that any action cannot be brought in such courts for any reason; (f) **any claim or dispute relating to this Agreement is likely to involve complicated and difficult issues, and each party hereby irrevocably and unconditionally waives any right it may have to a trial by jury in regard to any claim or dispute relating to this Agreement, and understands that this means that any such claim or dispute shall be tried exclusively before a judge in a court of competent jurisdiction in Indiana, as described above;** (g) the prevailing party in an action to enforce or defend this Agreement is entitled to its reasonable attorneys' fees and costs incurred in connection therewith, including, but not limited to, those incurred at the pre-litigation, pre-trial, trial, and appellate levels; (h) each party has had an ample opportunity to make suggestions or changes to the terms and conditions in this Agreement; (i) the terms and conditions of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any drafter; (j) this Agreement constitutes their entire agreement regarding the matters covered herein and replaces and supersedes all other agreements and understandings relating to such matters; (k) this Agreement may not be amended or changed except by a writing signed by both parties; and (l) this Agreement may be executed in one or more counterparts, including fax or pdf counterparts, all of which, taken together, shall constitute one and the same Agreement.

National FFA Organization

By: _____
Printed Name: _____
Title: _____
Date: _____

National FFA Officer Candidate

Signature: _____
Printed Name: _____
Date: _____

Signatures of Parent(s)/Legal Guardian(s) if Candidate is Under 18:

The undersigned, as parent(s) and/or legal guardian(s) of our minor child ("Minor"), who is a candidate for service to the National FFA organization as a National FFA Officer, on our behalf and on behalf of Minor, do hereby understand and agree to the terms and conditions of this Agreement.

Parent/Guardian Printed Name: _____
Signature: _____ Date: _____

Parent/Guardian Printed Name: _____
Signature: _____ Date: _____

[Signature page: FFA National Officer Candidate Nondisclosure and Confidentiality Agreement]