



NON-DISCLOSURE / NON-SOLICITATION AGREEMENT

I, _____, understand that, as a prospective employee or employee of the Institute of Reading Development (“IRD”), I have been and/or will be given access to certain information, referred to in this Agreement as “Confidential Information,” that is confidential or proprietary to IRD, including, but not limited to, information concerning IRD’s methods of operation, processes, practices, policies, contracts, training and educational materials, licenses, software programs, procedures, customer lists, and/or personal and financial information about IRD’s customers and their families.

I will have access to the Confidential Information based upon the determination that I have a business need for such access. I have no personal or proprietary interest in any of the Confidential Information and agree to limit my use and disclosure of the data to that which is necessary to fulfill my responsibilities as assigned by IRD. I will not access the Confidential Information for my own purposes. I understand that the Confidential Information accessible by me is not accessible by, nor should be disclosed to, anyone else, except as explicitly authorized by IRD. Furthermore, I agree to comply with all applicable IRD policies, procedures and guidelines associated with the Confidential Information, including without limitation all general policies, procedures and/or restrictions on the use of confidential information associated with my employment or contractual relationship with IRD, as they may be amended from time to time at IRD’s sole discretion.

I will not compromise the security, integrity or confidentiality of the Confidential Information. I will comply with all of IRD’s security requirements and will not allow any other person access to the Confidential Information through the use of my personal identification number and/or security password.

If I am requested to disclose any Confidential Information pursuant to any subpoena or as part of any legal proceeding, deposition or cause of action, I shall assert the privilege applicable to confidential business and proprietary information and shall refuse to respond (to the fullest extent allowed by law). I will promptly advise IRD of any such request for disclosure.

I agree that any and all information about IRD, or its customers, that is not generally known to the public, and has economic value to IRD because it is not generally known, constitutes a trade secret of IRD, and may not be disclosed, discussed, or revealed to any persons, entities, or organizations outside of IRD, without IRD’s prior written approval. I understand that the Uniform Trade Secrets Act (California Civil Code § 3426 et. seq.) and other provisions of California law prohibit the misappropriation of trade secrets and contain various injunctive and monetary remedies, in addition to the rights and remedies that exist under this Agreement.

I further represent and agree that I will return to IRD, on or before the last day of my employment or contract with IRD, all copies of all Confidential Information that are in my care, custody, possession or control. I understand that this Agreement shall survive the termination of my employment or contract with IRD, and that I shall not at any time in the future, whether during or after my employment or assignment with IRD, either directly or indirectly use, divulge or communicate to any person, firm or corporation, in any manner whatsoever, any Confidential Information as defined in this Agreement, without IRD's prior written consent.

I also agree that during the term of my status as an employee with IRD and for twelve (12) months after the termination thereof, I will not, directly or indirectly, on my own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit or induce, any non-clerical employee of IRD to terminate their employment relationship with IRD.

I understand that access to the Confidential Information is conditioned upon my satisfaction of these terms. I understand that any violation of these terms may result in the termination of my employment or contract with IRD, and that IRD may seek any other available legal or equitable remedies in the event of any misappropriation of Confidential Information.

Signature

Date