

(Recipient) Bridge2Hope: All Grant Review Committee Member
All Board of Director Members

(Owner) All Bridge2Hope Grant Applicants

WHEREAS the *Owner* has certain personal information that they believe to be of a confidential nature and a valuable asset that they wish to protect.

NOW THEREFORE in consideration of mutual covenants and undertakings hereinafter set forth the *Recipient* hereto agrees as follows:

1. All information on the subject disclosed in oral, written, graphic, photographic, recorded, prototype, sample or in any other form shall be deemed to be "Confidential Information". Confidential Information that is disclosed orally by the *Owner* shall be designated in writing by the *Owner* as such within 30 days of the disclosure. The use of the Confidential Information by the *Recipient* will be in accordance with the terms and conditions of this Agreement, unless expressly agreed upon in writing by the other party.
2. The *Owner* will co-operate with the *Recipient* in making confidential disclosures in a manner that allows the *Recipient* to halt the disclosures and avoid receiving Confidential Information that the *Recipient* does not want to accept in confidence.
3. The Confidential Information will be handled by the *Recipient* with the same controls, protections and safeguards as they normally employ in handling and storage of their own proprietary data and information.
4. The Confidential Information shall not be reproduced in any form except for what is deemed necessary by both parties.
5. The terms of confidentiality under this Agreement shall continue for a period of five (5) years from the effective date of this Agreement.
6. The foregoing restrictions on disclosure of Confidential Information will not apply to information which: (a) is now in the possession of the *Recipient*; (b) subsequently and lawfully comes into the *Recipient's* possession without restriction on disclosure; (c) is independently developed by the *Recipient*; (d) is now in the public domain or hereafter comes into the public domain other than by breach of this Agreement; or (e) is required to be disclosed by law, but only to the extent so required.
7. By submitting a Bridge2Hope Application for Day Programming Grant, the *Owner* represents and warrants that it has the legal right and authority to disclose the *Owner's* Confidential Information to the *Recipient* under the terms and conditions of this Agreement and will indemnify the *Recipient* against any third party claims or actions brought against the *Recipient* in connection with its use of the Confidential Information.
10. This Agreement will be subject to and construed in accordance with all Federal and State of Illinois laws.