

NATIONAL COUNCIL ON LASER CERTIFICATION, inc
Annual Confidentiality, Nondisclosure and Conflict of Interest Agreement v2504

NAME & ORGANIZATION: _____
CITY/COUNTRY _____
DATE: _____

In my role as a proctor, coordinator, volunteer, affiliate, associate or staff member (collectively known as collaborator), I have been entrusted with certain information regarding the operations and membership of NCLC (National Council on Laser Certification). NCLC, Inc is committed to protecting the confidentiality of our customers, personnel and business data entrusted to its care. In addition, NCLC exam proctors will be required to complete the separate Proctor Agreement. I agree to and acknowledge the following:

Confidential and Proprietary Information:

For purposes of this Agreement, “Confidential Information” means all information and materials, in whatever form, whether tangible or intangible, disclosed by NCLC or any of its authorized representatives to collaborators, or to which they otherwise gain access as a result of collaborating with NCLC. All proprietary information of NCLC that is not known generally to the public is considered Confidential Information.

Without limiting the generality of the foregoing, the following are deemed Confidential Information:

- Ideas for research and development in the Laser Certifications realm, originating from NCLC;
- Information submitted in the investigation of complaints or involving ethics cases;
- Computer records and software (including software that is proprietary to third parties);
- Any other information which NCLC must keep confidential as a result of obligations to third parties;
- Information regarding the administration of components of the certification programs;
- Exam-related technologies and components;
- Item content, characteristics, development or other aspects of the examinations and their development, maintenance and administration;
- Identities of Certificants, candidates, customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms;
- The NCLC’s e-mail distribution list(s);
- Human resources data and information about employees, contractors and other affiliates;
- Cost and other financial data;
- Any other information to which a collaborator may have access while involved in NCLC's activities.

Non-Disclosure

I agree not to, without prior written consent from NCLC, divulge any Confidential Information to third parties or copy documents containing any Confidential Information. In no event shall I use Confidential Information in a manner that is in any way detrimental to NCLC.

I also agree to maintain the confidentiality of all such Information and not misuse, misappropriate, or disclose in writing, orally or by electronic means, any Confidential Information, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of service to NCLC.

I acknowledge and agree that all Confidential Information and similar items whether maintained in

hard copy, electronically or on-line relating to NCLC's business shall remain exclusively the property of NCLC and shall only be used by myself for the purpose(s) permitted by the NCLC.

Conflict of Interest

I shall avoid personal and professional conflicts of interest in all matters pertaining to NCLC's programs. Conflicting interests may include but are not limited to such areas as financial, personal relationships, and/or professional relationships, and for exam Proctors further conflict of interest and steps to guarantee impartiality are defined in that Proctor agreement. Other professional relationship conflicts would include participation in conflicting Certification programs in terms of affiliations (other than having a personal Certification in another program), proctoring or offering conflicting certification exams, acting as advisor, management, or board member, or having confidentiality, non-competes or other agreements with such programs.

If the collaborator offers their own training programs, including where NCLC Certification Exams are administered at the end of those programs, the collaborator may not imply that NCLC Certification would be simpler, easier, or less expensive (other than if the cost of training includes the Certification fees) if any of their specified education or training services are used (ISO/IEC 17024, Clause 5.2.2), nor that one must attend their training in order to qualify for NCLC Certifications, nor that there is any guarantee that the applicant will pass the Certification exam if they take the affiliates training. Further, if proctoring exams, I will take all steps required by the NCLC to ensure that impartiality is not compromised. I will not represent that I (we) are "accredited", nor our courses "approved" by the NCLC in any way, except to represent our Associate or Affiliate position with the NCLC.

If a situation arises where it is unclear as to whether a conflict of interest exists, I shall discuss the issue with the Chairman or Certification Coordinator of the NCLC.

If I have managers or supervisors overseeing my position with my organization, I shall share this annual confidentiality statement with them so that management is fully aware of our obligations for collaboration with the NCLC. If I am the top management of our organization, I will ensure that all supportive positions within our organization are aware of our obligations with the NCLC.

Remedies

Violation of this Agreement will be grounds for termination of service with NCLC. In the case of an affiliate or associate, the Chairman may elect to remove them at any time. In cases where a staff member is involved in violating this agreement, NCLC's personnel policies shall determine the discipline or termination process.

The provisions of this Agreement and collaborator's obligations hereunder shall survive any expiration, termination, or rescission of this Agreement and remain even after collaborator's relationship with NCLC ends. Except as provided herein, I am prohibited from disclosing or using any Confidential Information in all circumstances, including but not limited to subsequent engagements or employment with third parties.

This Agreement shall be binding upon myself and my personal representatives and successors in interest, and shall inure to the benefit of NCLC, its successors and assigns.

I acknowledge that a violation of the terms of this Agreement may cause damage and harm to NCLC and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and will be irreparable to NCLC. I agree that, upon notice from NCLC declaring a breach of this Agreement, I shall immediately cease all further activities which are, or are claimed by NCLC to be, a

breach of this Agreement. NCLC may also avail itself of any other remedies available by law.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provisions limited to the extent required to permit enforcement of the Agreement as a whole.

Signature

(Date)

(Full Name - Printed)

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