



Data Confidentiality Agreement

This Data Confidentiality Agreement (“Agreement”) is entered into as of _____ between Public Television 19, Inc. (KCPT, The Bridge, Flatland) (the “Discloser”) and _____ (the “Recipient”) and shall govern the terms and conditions of the disclosure and use of certain information that may be considered confidential (“Confidential Information”). It is understood and agreed that by signing this Agreement, the Recipient agrees to receive Confidential Information from the Discloser and to be bound by this Agreement. To ensure protection of such Confidential Information and in consideration of the agreement to exchange Confidential Information, and for other good and valuable consideration, Recipient agrees to the following:

1. The Confidential Information to be disclosed by Discloser under this Agreement can include any and all tangible or intangible documentation, knowledge or information of any kind whatsoever that is designated or identified as confidential by Discloser or that is otherwise reasonably understood to be confidential or sensitive in nature. Such information includes but is not limited to: trade secrets; strategies for obtaining prospective donors; marketing strategies; operational procedures; non-public financial information; non-public donor information; proprietary products or services; non-public computer programming design; and any other non-public and not readily ascertainable information relating to the operations of Discloser.
2. The Recipient shall hold, maintain and protect all Confidential Information in strict confidence for the sole and exclusive benefit of Discloser. Recipient shall use the Confidential Information only for the purpose of creating effective marketing, development, or engagement initiatives for initiatives of Discloser, or for other purposes expressly authorized by Discloser. Recipient shall not use the Confidential Information for Recipient’s own benefit or the benefit of any third party, publish, copy or otherwise disclose the Confidential Information without the prior written consent of Discloser.
3. Recipient shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser.
4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information that (a) was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.
5. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the Confidential Information exchanged, except the limited right to use Confidential Information specified in paragraph 2.
6. Recipient shall, upon the request of Discloser at any time and for any reason, promptly return or destroy (at Discloser’s sole option) any Confidential Information identified by Discloser.
7. All Confidential Information is provided by Discloser to Recipient on an “as is” basis, without any warranty of any kind, whether express or implied.

8. Recipient recognizes that monetary damages alone would not adequately compensate Discloser in the event of a breach or threatened breach of it of this Agreement, and Recipient therefore agrees that in addition to all other remedies available at law or in equity, Discloser shall be entitled to injunctive or equivalent relief enjoining the breach of this Agreement.

9. 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 provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and the parties hereby submit to the jurisdiction of, and waive any venue objections against, state or federal courts in the State of Missouri in any disputes arising out of this Agreement.

[Signature page follows]

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

SIGNATURE

SIGNATURE

XXXXX

(The "Recipient")

Public Television 19, Inc. (KCPT)

(The "Discloser")

DATE _____

DATE _____