

## NONDISCLOSURE DECLARATION

This Nondisclosure Declaration (the "Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the "Effective Date"), by the undersigned ("Recipient").

The undersigned hereby agrees that the following terms and conditions shall apply whenever Recipient receives Confidential Information (as hereafter defined):

1. Civil Air Patrol (CAP), through its other corporate officers, officials and others, receive, use, and disclose CAP Confidential Information. "CAP Confidential Information," when used in this Declaration, means (i) information shared with the Recipient in an "executive" or "closed" session of a CAP board or committee, (ii) information of a personal and sensitive nature concerning a CAP member that is not contained in the member's eServices database entry or disclosed on official CAP forms in any format, (iii) information that is marked by a CAP corporate officer or the Chief Operating Officer (COO) as "CAP Confidential" or with a similar designation indicating that the information is not to be shared generally either within or outside CAP, (iv) any information the category of which is designated privileged, confidential, or with a similar designation in any CAP regulation or governing document; (v) any information designated by any government agency as not for public disclosure. CAP Confidential Information does not include information or material that the Recipient can establish, by clear and convincing evidence:

- a. at the time of disclosure has been published, patented or is otherwise publicly available; or
- b. after disclosure, becomes publicly available other than through a breach of this Declaration; or
- c. is known by the Recipient prior to receipt from CAP; or
- d. becomes known to Recipient from a source that legally obtained such information without an obligation of confidentiality or nondisclosure; or
- e. is disclosed pursuant to law, regulation or lawful order or process. In the event Recipient is subject to such law, regulation, order or process, Recipient will timely notify CAP (in the persons of the Chief Executive Officer (CEO) and the COO) of the disclosure requirement in advance of the required disclosure, as described in paragraph 4 of this Declaration, so as to permit CAP to oppose or limit such disclosure.

2. From and after the Effective Date, CAP (through its other corporate officers, officials, and others having CAP Confidential Information) may disclose CAP Confidential Information to the Recipient for the purpose of the Recipient's performance of duties in accordance with his or her membership and assignments in CAP. Recipient is willing to receive CAP Confidential Information from CAP and to hold, use and return CAP Confidential Information in accordance with the terms and conditions set forth below.

3. When CAP (through its other corporate officers, officials and others having Confidential Information) discloses CAP Confidential Information to the Recipient in connection with or during the course of Recipient's service within CAP:

a. The Recipient shall not, except as allowed by this Declaration, disclose CAP Confidential Information to any Third Party and shall use all reasonable means, which shall not be less than the care a reasonable business person would use under similar circumstances, to prevent disclosure of CAP Confidential Information by another person to a Third Party. For purposes of this Declaration, "Third Party" is defined as anyone not in the same control group. For example, confidential information shared in the CAP Senior Advisory Group (CSAG) is to remain confidential to that body.

b. Except as provided in Section 3c below, for so long as the Recipient is a member and for a period of two (2) years after the Recipient ceases to be a member, the Recipient will not disclose CAP Confidential Information to any Third Party without first having obtained the express written consent of the CAP CEO and the CAP General Counsel (GC).

c. The Recipient may disclose CAP Confidential Information to his or her subordinates who are members or employees of CAP and whose CAP duties or functions justify their need to know such CAP Confidential Information, and who have been clearly informed of the obligations of care, confidentiality, non-disclosure and non-use contained in this Declaration. The subordinate shall, in this circumstance, also sign a copy of this Declaration. However, the subordinate shall not have the authority, under any circumstances other than with the express written authority from the CAP CEO and the CAP GC, to disclose further the CAP Confidential Information to any other individual or entity. In addition, if the subordinate becomes legally compelled to disclose any of the CAP Confidential Information, the subordinate shall immediately inform CAP (through either the individual who disclosed the information to the subordinate or to the CEO and the COO) so that CAP may seek a protective order or other appropriate remedy.

4. If the Recipient, or any person or entity to which the Recipient has transmitted CAP Confidential Information becomes legally compelled to disclose any of the CAP Confidential Information, the Recipient shall provide CAP (through the CEO and the COO) with prompt notice of the request for the CAP Confidential Information so that CAP may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if CAP waives compliance with the foregoing provision in writing, the Recipient will disclose only that portion of the CAP Confidential Information that the Recipient is advised by opinion of his/her counsel is required to be so disclosed and the Recipient shall exercise its reasonable efforts to procure confidential treatment of the CAP Confidential Information so disclosed.

5. All CAP Confidential Information shall remain CAP's exclusive property. Nothing in this Declaration, and no disclosure made hereunder, shall be construed as granting the Recipient any rights by license or otherwise, either expressed or implied, in the CAP Confidential Information, except as expressly set forth in this Declaration, or in any trade secret or other intellectual property right now or hereafter owned, obtained or licensable by CAP.

6. The Parties agree that any breach of this Declaration by the Recipient could cause irreparable damage to CAP, that CAP's legal remedies (such as monetary damages) would be inadequate and that, in the event of such breach, CAP shall have, in addition to any and all remedies at law or in equity available to CAP in general (including the ability to obtain an injunction), the right to take any action against the Recipient permitted by the governing

documents of CAP, including but not limited to (a) terminate the Recipient as a corporate officer and (b) terminate the membership of the Recipient. The Recipient shall notify CAP (through the CEO and the COO) in writing immediately upon the occurrence of any unauthorized disclosure of CAP Confidential Information or other breach of which he or she is aware.

7. If any provision or term of this Declaration, or the application thereof to any Party, shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, void, or voidable, such judgment shall not affect the remainder of this Declaration which shall continue in full force and effect and the offending provision or term shall be severed or amended in such manner as renders the remainder of this Declaration valid and enforceable unless the whole commercial object to this Declaration is thereby frustrated.

8. Failure of either Party at any time to require the performance of any provision of this Declaration shall not affect the right of that Party to require full performance thereafter and a waiver by either Party of a breach of any of the provisions of this Declaration shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9. The provisions of this Declaration do not apply to Recipient if Recipient is (when receiving or disclosing CAP Confidential Information) acting in his or her capacity as an attorney for CAP. CAP's and Recipient's obligations regarding the use and/or disclosure of CAP Confidential Information are in those circumstances governed exclusively by the attorney-client relationship and the attorney-client privilege.

10. Nothing in this Declaration shall be construed to impair the Recipient's ability to make a complaint to the CAP Inspector General under applicable CAP regulations.

**IN WITNESS WHEREOF**, the Recipient has executed this Declaration as of the day and year first written above.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_