

Confidentiality/Non-Disclosure Agreement

Fibrosis-Cancer Connection: A Comparative Workshop

This agreement ("Agreement") is made between Westie Foundation of America (WFA), for the Fibrosis-Cancer Connection Project Management Team, located in the state of Texas; and the individual identified below (the "Steering Committee Member, Workshop Faculty and/or Workshop Participant"), for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, who agree:

1. Maintaining Confidentiality. The WFA serves as the host organization and sponsor of the **Fibrosis – Cancer Connection** Workshop. The “steering committee members, workshop speakers and participants will serve as “Faculty” of the Fibrosis-Cancer Connection Workshop. The “Faculty” member agrees to maintain as confidential any information ("Confidential Information") that the Faculty member learns in his or her role as “Faculty”, unless or until the WFA and the Fibrosis-Cancer Connection Workshop Management Team agrees in writing that disclosure of this Confidential Information is permitted by the Faculty Member.
2. Confidential Information. For purposes of this Agreement, "Confidential Information" is to be broadly construed to include documents, data, drafts, charts, notes, reports, papers, articles, pictures, drawings, representations, discussions, plans or ideas, and intellectual property including copyrights, patents or trademarks, whether in written, verbal, digital, or in any other form, and whether identified as "confidential" or not that arise in connection with, or relate to, the Faculty Member and the work of the committee. Not included as "Confidential Information" is that which: (1) the Faculty Member is required by court order or valid subpoena to disclose, in which case that Faculty Member will provide reasonable notice and opportunity to WFA and the Workshop Management Team to oppose disclosure; and (2) the Faculty Member who learns the Confidential Information can demonstrate that he or she also learned the identical information from public sources.
3. Enforcement. The Faculty member understands and agrees that, if he or she violates this Agreement, the WFA and the workshop management team may impose any or all of the following sanctions:
 - a. Removal of the Faculty Member from the Workshop and elimination of any reference to the Faculty Member in connection with the work of the Panel;
 - b. Disqualification from participation in any future WFA and the Workshop Management Team workshops or other official documents;
4. Understanding. The workshop Sponsor and the workshop management team view the issue of confidentiality as one of ethical practice and professional conduct.
5. Miscellaneous. This Agreement is governed by the laws of the State of Texas; the Agreement may be amended only by another agreement signed by WFA and the Workshop Management Team and the Faculty Member;

Any dispute under this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association.

Yes – I accept the terms above

Electronic Signature:

Electronic Signature Agreement. By selecting the "I Accept" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide WFA, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you the WFA and workshop management team.