

---

## CONFIDENTIALITY AND PROPRIETARY RIGHTS

---

**Scope:** This policy applies to all employees of the Organization.

### PURPOSE

This policy sets forth the ownership of rights to work products created during employment and the expectations of confidentiality in proprietary information of the Organization.

### DEFINITIONS

**Organization** means Start Early, its subsidiaries, and affiliates.

**Proprietary Information** means non-public information relating to the Organization's business, existing and prospective participants, donors, and associated third party information. Examples include, but are not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to business processes, methods, research, strategies, techniques, know-how, trade secrets, computer programs, software design, web design, donor, participant and supplier information, non-public financial information, marketing information, graphics, market studies, product plans, designs, models, inventions, unpublished patent or trademark applications, original works of authorship, discoveries, experimental processes and experimental results of the Organization or its businesses or of any other person or entity that has entrusted information to the Organization in confidence.

**Trade Secret** means all forms and types of strategic, financial, scientific, technical, economic, or engineering information, including processes, procedures, programs, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing (18 USC § 1839(3)).

**Work Product** means all writings, works of authorship, inventions, discoveries, ideas, and other work product of any nature that are created, prepared, produced, authored, edited, conceived or reduced to practice by the employee individually or jointly with others during their period of employment.

### POLICY

#### **Confidentiality**

During the course of employment, employees will have access to, learn about, and/or create confidential and proprietary documents, materials, and data relating to the Organization and its business. This Proprietary Information is of great importance and value to the Organization and improper use or disclosure of the information by the employee may cause irreversible harm to the Organization. In addition to information already in existence, Proprietary Information developed by the employee is subject to this Policy.

1. Disclosure and Use Restrictions. The Organization expects all employees to adhere to the following:
  - a. To treat all Proprietary Information as strictly confidential.
  - b. Not to directly or indirectly disclose, publish, communicate or make available Proprietary Information, in whole or in part, to any entity or person (including other employees not having a need to know and authority to know and use the information in connection with the business of the Organization) except as required in the performance of any of the employees duties to the Organization and if to a third-party, only after execution of a confidentiality agreement with whom the information will be shared.
  - c. Not to access or use any Proprietary Information, and not to copy any documents, records, files or other resources containing any Proprietary Information, or remove such documents, records or files from the premises or control of the Organization, except as is required in the performance of any of the employees authorized employment duties to the Organization.
    - i. Employees may make disclosures of Proprietary Information as may be required by applicable law or regulation, or in accordance with a valid order of a court or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.
2. Notice of Immunity under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016.
  - a. Employees will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
  - b. If the employee files a lawsuit for retaliation by the Organization for reporting a suspected violation of law, the employee may disclose the Organization trade secrets to the employee's attorney and use the trade secret information in the court proceeding if the employee (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.
3. Duration of Confidentiality Obligations. The confidentiality obligations of Proprietary Information begin immediately upon the employee first having access to such Proprietary Information and shall continue during and after employment by the Organization until

such time as the Proprietary Information has become public knowledge other than as a result of the employee's violation of their obligations.

### **Proprietary Rights**

1. Work Product. All Work Product, as well as any and all rights in and to copyrights, trade secrets, trademarks, patents, and other intellectual property rights, including all pending and future applications and registrations, shall be the sole and exclusive property of the Organization.
2. Work Made for Hire. As an employee, and to the extent permitted by law, all of the Work Product, including those consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976, and are therefore owned by the Organization.

### **Exit Obligations**

In the event of voluntary or involuntary termination of employment or at the Organization's request at any time during employment, any documents and materials belonging to the Organization that contain Proprietary Information or Work Product in an employees' possession shall be returned.

### **Exceptions**

In accordance with the Illinois Employee Patent Act, this Policy does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Organization was used and which was developed entirely on the employee's own time, unless (i) the invention relates to the business of the Organization, or to the Organization's actual or demonstrably anticipated research or development; or (ii) the invention results from any work performed by the employee for the Organization.

This Policy does not prohibit nor is it intended to restrict or prohibit an employee from discussing the terms and conditions of employment with coworkers or union representatives/exercising protected rights under Section 7 of the National Labor Relations Act or otherwise disclosing information as permitted by law.

### **RESOURCES**

[Confidentiality and Proprietary Rights Agreement](#)

### **REFERENCES**

*765 ILCS 1060 Employee Patent Act; 17 U.S.C. § 101 Copyright Act of 1976; 18 USC § 1836; 29 U.S.C. §§ 151-169 National Labor Relations Act*