

**America's Job Link Alliance
Non-Disclosure Agreement**

The undersigned hereby acknowledges that in the course of discussions with **America's Job Link Alliance** (AJLA), concerning possible business relationships and transactions, the undersigned may receive from AJLA [or from America's Job Link Alliance–Technical Support (AJLA-TS)], a component of the Kansas Department of Human Resources information of a confidential and proprietary nature (as defined more fully below, and referred to as "Information"). In consideration of the disclosure of such Information by AJLA, the undersigned hereby undertakes that, for the period of at least three years following the disclosure of the Information by AJLA, the undersigned will utilize the Information only for the purpose of evaluating possible business relationships and transactions with AJLA, will retain Information in confidence and will not duplicate, publish or otherwise make available to any third party any portion of the Information and, in general, will preserve the Information with the same degree of care and confidentiality that the undersigned applies too confidential proprietary Information belonging to the undersigned. At the end of such three-year period, and at any time before the end of such period upon the request of AJLA, the undersigned will return to AJLA any Information in the possession or under the control of the undersigned.

For the purposes of this undertaking, the term "Information" will be deemed to mean all documentary and other tangible information and materials including knowledge communicated orally by AJLA to the undersigned and identified by suitable markings, accompanying documents or otherwise as being proprietary or confidential in nature. Without limitation on the generality of the foregoing, Information will be deemed to include business, product and marketing plans, designs, computer programs, documentation and other technical and business knowledge relating to the existing and planned products, patents, patent applications, business strategies' technologies and know-how of AJLA, and any compilations, analyses, extracts and derivative works in whole or in part embodying, based upon or derived from such knowledge or materials, whether delivered to the undersigned by AJLA or prepared by or at the direction of the undersigned.

The term Information will not be deemed to include information that (a) was known to the undersigned prior to its disclosure by AJLA in the context of this undertaking, (b) is or becomes publicly known other than as a result of a disclosure by the undersigned, or (c) is or becomes available to the undersigned on a non-confidential basis from a source other than AJLA without breach of any agreement of confidentiality binding on such sources for the benefit of AJLA.

The undersigned acknowledges that AJLA will disclose Information to the undersigned only on the basis of the commitments expressed in this undertaking and in reliance hereon.

Signature: _____ Date _____
Company Name: _____
Name: _____
Position: _____

A. AJLA identifies the following as its Confidential Information to be disclosed hereunder.

Date of Disclosure: _____

Reviewer Initials: _____

B. _____ designates the following individual as its primary contact for receipt of Confidential Information:

_____ (name)

_____ (title)

_____ (address)

_____ (telephone)

Please route the signed non-disclosure agreement as follows:

Marc Lowe
Director
America's Job Link Alliance-Technical Support
1309 SW Topeka Blvd
Topeka, KS 66612-1816
mlowe@awts.org

To speed the process, please fax the signed document to my attention at 785-296-2119. At the time you fax the document, please also alert me with an e-mail.