

NON-DISCLOSURE AND IMPROPER USE OF DUNWOODY CONFIDENTIAL INFORMATION

The protection of confidential business information and trade secrets is vital to the interests and the success of Dunwoody. Such confidential information includes, but is not limited to, the following examples:

- Computer processes
- Computer programs and codes
- Curriculum
- Customer lists
- Customer preferences
- Donor records
- Financial information
- Marketing strategies
- New materials research
- Pending projects and proposals
- Proprietary processes and information
- Research and development strategies
- Student information and student records

Employees shall not directly or indirectly use or disclose Dunwoody's confidential information. All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination and/or legal action. Employees are expected to maintain the confidentiality of Dunwoody's confidential information, as required by applicable law, even after employment has been terminated.

Proprietary Rights

Dunwoody will own all right, title, and interest, including patent rights, copyrights, trade secret rights and all other intellectual property rights of any sort, throughout the world related to all inventions and creative works created by employees in the scope of their employment, including without limitation curriculum and teaching materials. To the maximum extent permitted by law, all creative works created by employees are deemed "works made for hire" under the United States Copyright Act and Dunwoody is deemed the author of these works. Employee agrees to, at Dunwoody's expense, assist Dunwoody to perfect, protect, and use its rights to inventions and creative works, including without limitation, transferring employee's entire right, title and interest and enabling Dunwoody to obtain patent, copyright or trademark protection for inventions and creative works anywhere in the world.

Notice: The assignment or offer to assign employee rights in any copyright or invention to Dunwoody does not apply to an invention for which no equipment, supplies, facility or trade secret information of Dunwoody was used and which was developed entirely on the employee's own time, and

1. which does not relate:
 - a. directly to the business of Dunwoody or,
 - b. to Dunwoody's actual demonstrably anticipated research or development, or
2. which does not result from any work performed by the employee for Dunwoody.

Employees are expected to protect the proprietary rights of the curriculum, teaching processes, and copyrights of Dunwoody. Employees should never, without an appropriate license or permission from Dunwoody, copy or distribute, materials owned by Dunwoody, except as necessary for educational purposes at Dunwoody. Employees may use Dunwoody materials for seminars, conferences, and writing textbooks, provided permission is received from the President and proper credit is given. Dunwoody may require a royalty payment for product, curriculum, software, and materials produced by Dunwoody employees and made available for publication and distribution. The President shall determine the royalty terms as necessary.

Dunwoody respects the copyrights of third parties and requires all employees to comply with copyright law. Employees must comply with the "fair use" exception set forth in the Copyright Act, and as applicable, in the Classroom Guidelines drafted by Congress and the Conference on Fair Use (CONFU) Guidelines for Fair Use. Employees will not illegally reproduce or direct someone else to illegally reproduce copyrighted materials, including without limitation copyright protected materials that are not within a fair use exception or any software, database files, and documentation owned or licensed by Dunwoody or a third party.