



International Shiloh Shepherd Registry, Inc.  
PO Box 309  
Silver Springs, NY 14550

## **ORIGINAL SHILOH SHEPHERD ACADEMY CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** governs the disclosure of confidential information between Tina Barber, owner and teacher of the Original Shiloh Shepherd Academy, her daughter Lisa Barber, the International Shiloh Shepherd Registry, Inc. Board of Directors and \_\_\_\_\_, licensed breeder or licensed breeder in training with the International Shiloh Shepherd Registry, Inc as of \_\_\_\_\_(date).

### **1. Definition of Confidential Information**

As used herein, “Confidential Information” shall include all technical and non-technical information as specifically related to the Shiloh Shepherd “breed” under development including but not limited to (a) breed genetics, (b) breeding practices, (c) breed health issues, (d) breed foundation and stock data including but not limited to breeding (pedigree) lineage, (e) and all other information deemed confidential by Tina Barber as Breed founder, breed warden and teacher of the Original Shiloh Shepherd Academy and/or her daughter Lisa Barber.

### **2. Recognition of a Compelling Need for Confidentiality**

\_\_\_\_\_ (**name**) realizes that the International Shiloh Shepherd Registry, Inc. and the Original Shiloh Shepherd Academy has a compelling need to maintain confidentiality, and further recognizes that his/her communications with the Original Shiloh Shepherd Academy will place him/her in a position of special trust with access to confidential information concerning breed data that is/has been shared within the Original Shiloh Shepherd Academy.

### **3. Handling of Confidential Information**

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information disseminated through the Original Shiloh Shepherd Academy or any information disseminated by Tina Barber and/or her daughter Lisa Barber that is included in the definition of Confidential Information, except as approved in writing by Tina Barber and/or her daughter Lisa Barber.

#### **4. Confidentiality Term and Termination**

Due to the sensitivity and the need to improve and perfect this breed, it is understood that this Confidentiality Agreement shall remain in effect indefinitely or as otherwise agreed to in writing by Tina Barber and/or her daughter Lisa Barber. The recipient's obligations under this agreement shall survive termination of the (Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns). Upon written request of Tina Barber, Lisa Barber or the ISSR, Inc. Board of Directors, the recipient shall promptly return all documents and other tangible materials representing the Confidential Information and copies thereof.

The parties agree that all other provisions of this agreement will remain in effect even if a portion of this agreement is found to be unenforceable.

#### **5. Ownership of Confidential Information**

Each party agrees that Tina and Lisa Barber as well as the Board of Directors of the ISSR, Inc. are the owners of all Confidential information.

#### **6. Effect of Breach**

\_\_\_\_\_ (Name) realizes that a breach of this Agreement would cause substantial harm to the International Shiloh Shepherd Registry, Inc. and the continuation and development of the Shiloh Shepherd.

#### **7. Remedies**

\_\_\_\_\_ (Name) acknowledges that he/she has been informed that if he/she breaches this Agreement, Lisa Barber, in addition to terminating me as a Licensed Breeder or as a Licensed Breeder in Training, may obtain preliminary and permanent Court injunctions to stop the breach, and may sue to cover from \_\_\_\_\_ (Name) an amount equal to the damages caused by this breach together with the costs and expenses, including attorney fees, incurred by Lisa Barber or the International Shiloh Shepherd Registry, Inc. in taking such actions. It is agreed that all such proceedings will be filed and enforced within the jurisdiction of the State Supreme Court of New York in Allegany County, NY.

**I have read this document and I understand and agree to abide by its provisions.**

Date: \_\_\_\_\_  
NAME

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS PHONE #: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS PHONE #: \_\_\_\_\_

OR NOTARY:

Stamp	Signature and Date