



# YES FOR EARLY SUCCESS COOPERATIVE

## Non-Disclosure (NDA) & Confidentiality Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into as of \_\_\_\_\_ by and between YES FOR EARLY SUCCESS COOPERATIVE, a nonprofit organization with its principal place of business in Washington State (hereinafter referred to as "YES"), and \_\_\_\_\_ (hereinafter referred to as the "Recipient").

### 1. PURPOSE

The purpose of this Agreement is to protect the confidentiality and integrity of all proprietary, sensitive, and confidential information shared by YES FOR EARLY SUCCESS COOPERATIVE with the Recipient. This includes respecting the historical content of intellectual property, especially as it relates to marginalized communities, and safeguarding the innovative and culturally significant contributions that are central to YES' work.

### 2. VISION AND MISSION ALIGNMENT

As outlined in this Agreement, all parties agree to uphold the vision and mission of YES FOR EARLY SUCCESS COOPERATIVE in any handling of confidential information:

- **Vision:**

To create a world where marginalized communities are empowered, children are prepared for kindergarten success, and families are supported in advocating for their child's educational journey. We strive to build sustainable, equitable systems that support high quality early learning experiences for all.

- **Mission:**

To partner with early childhood education programs across Washington State to ensure equitable access to Early Childhood Education and Assistance Program (ECEAP) slots. We work to empower families, bridge the gap between early learning and K-12 education, and provide the tools necessary for kindergarten readiness.

### 3. LIBERATORY DESIGN PRINCIPLES

In alignment with YES FOR EARLY SUCCESS COOPERATIVE's commitment to **Liberatory Design**, this Agreement emphasizes the ethical treatment and protection of knowledge and intellectual property that originates from historically marginalized communities. All parties agree to:

- Respect the cultural, historical, and intellectual contributions of marginalized communities.



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- Ensure that any shared proprietary knowledge or cultural practices are acknowledged and protected with the utmost care.
- Avoid any exploitation, appropriation, or misrepresentation of cultural and intellectual property that belongs to communities YES serves.

#### 4. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" includes but is not limited to:

- Intellectual property, including strategies, curricula, program designs, and materials created by or for YES FOR EARLY SUCCESS COOPERATIVE.
- Business plans, financial information, strategies, partnerships, and future projects.
- Proprietary information relating to operational methods, techniques, research, and internal practices.
- Sensitive information about staff, subcontractors, families, children, or community partners.
- Any information that has been disclosed in written, verbal, or electronic form marked as confidential, or any other information that reasonably should be understood to be confidential due to its nature and the circumstances of its disclosure.

#### 5. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Recipient.
- Is received by the Recipient from a third party who has the right to disclose such information.
- Is independently developed by the Recipient without use of the confidential information provided by YES.
- Is required to be disclosed by law, but only to the extent of such legal requirement and only after providing YES with prior written notice.

#### 6. OBLIGATIONS OF THE RECIPIENT

The Recipient agrees:

##### 1. Non-Use and Non-Disclosure

The Recipient will not use, disclose, or exploit any Confidential Information for any purpose other than the stated objectives of YES FOR EARLY SUCCESS COOPERATIVE and only as necessary in the performance of the Recipient's duties or contractual obligations.



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This includes safeguarding the intellectual contributions and cultural knowledge provided by marginalized communities.

### 2. Protection of Information

The Recipient will take all necessary precautions to protect Confidential Information, ensuring that it is not disclosed or accessible to any unauthorized person, organization, or entity. All reasonable efforts should be made to prevent inadvertent or intentional disclosure, misuse, or loss of confidential data.

### 3. Return of Materials

Upon the termination of their relationship with YES FOR EARLY SUCCESS COOPERATIVE, or at the request of YES, the Recipient will immediately return all documents, materials, or property containing Confidential Information and destroy any electronic records that have been shared.

### 4. No Unauthorized Reproduction

The Recipient agrees not to reproduce any Confidential Information in any format, except as required to perform duties for YES and with prior written consent. Any copies or adaptations must remain under strict confidentiality protections.

## 7. INTELLECTUAL PROPERTY OF MARGINALIZED COMMUNITIES

The Recipient acknowledges the importance of protecting the historical and intellectual contributions of marginalized communities that YES FOR EARLY SUCCESS COOPERATIVE serves. The Recipient agrees:

- Not to disclose, replicate, or misappropriate any cultural knowledge, traditions, or practices shared with YES by marginalized communities.
- To respect the ownership and agency of those communities over their intellectual property.
- To act as a steward of this knowledge, ensuring it is treated with respect and without exploitation.

## 8. TERM OF AGREEMENT

This Agreement shall remain in effect for as long as the Recipient is engaged with YES FOR EARLY SUCCESS COOPERATIVE and for a period of three (3) years thereafter, unless otherwise terminated or extended by written agreement.



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### 9. REMEDIES AND ENFORCEMENT

In the event of a breach or threatened breach of this Agreement, YES FOR EARLY SUCCESS COOPERATIVE shall be entitled to seek injunctive relief or any other appropriate remedy to prevent further violations and to recover damages arising from such a breach. The Recipient acknowledges that any breach of confidentiality may cause irreparable harm to YES and the communities it serves.

### 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles.

### 11. ACKNOWLEDGMENT AND SIGNATURE

I, \_\_\_\_\_, as the Recipient, acknowledge that I have read, understand, and agree to abide by the terms of this Non-Disclosure & Confidentiality Agreement. I commit to upholding the confidentiality, ethical principles, and the cultural integrity of the intellectual property entrusted to YES FOR EARLY SUCCESS COOPERATIVE.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_