

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
SMALL BUSINESS CENTER NETWORK  
CONTRACTOR CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

This Agreement is between Central Piedmont Community College, a public institution in the State of North Carolina ("The College"), which operates a Small Business Center under the auspices of the North Carolina Community College System's Small Business Center Network ("Network") and \_\_\_\_\_, an individual ("Advisor") desiring to provide business and/or professional guidance to clients of the Small Business Center ("Client"). The parties agree that the North Carolina Community College System and the clients are third-party beneficiaries of this Agreement.

To protect the respective interests of the North Carolina Community College System, Network, Advisor, the College, and the Clients, to secure their expectations with regard to their relationships, avoidance of conflicts of interest, and to ensure the confidentiality of information disclosed in the context of counseling or technical assistance, the College and Advisor agree to the following terms:

1. Advisor acknowledges that in the course of providing such guidance to Clients, the Clients may disclose certain confidential, proprietary information and materials (the "Confidential Information") to Advisor. Advisor acknowledges that such Confidential Information is valuable, the product of considerable investment by Clients, and essential to the success of the Clients' businesses. Advisor further acknowledges that the Clients will disclose Confidential Information to Advisor only in reliance upon Advisor's agreement to maintain the confidentiality of such Confidential Information, and that further consideration is not necessary to bind Advisor to the terms of this Agreement.
2. For the purposes of this Agreement, "Confidential Information" is any information communicated orally or documents submitted to the Network by an individual seeking business counseling or technical assistance. "Confidential Information" shall also include the documents the Network creates to counsel and provide technical assistance to clients.
3. The parties agree that the Confidential Information provided by any Client or on behalf of any Client by agents of the Network or College, whether on paper, communicated electronically or orally, or in any other form, and whether or not marked or labeled as confidential, is confidential and proprietary, and as such the Confidential Information constitutes the exclusive property of such Client.
4. Advisor (and his or her agents, employees and other representatives) agrees to use the Confidential Information solely in connection with providing advice or guidance to Clients and to hold the Confidential Information in strictest confidence, and agrees that the Confidential Information shall not be used for any other purpose or disclosed to any third party under any circumstances not otherwise required by law, unless specifically agreed to by the affected Client in writing.
5. Advisor shall instruct each of its employees, agents and other representatives who will have access to any Confidential Information as to its confidential nature and each such employee shall agree in writing not to disclose the Confidential Information to anyone for any purpose without the express authorization of the affected Client.

6. Upon the termination of the relationship between the parties for any reason or upon written notice by the Network or the College, Advisor shall immediately return to the Small Business Center Director at the College all documents and other written, graphical or electromagnetic records or documentation, and any and all other material of any kind, relating to any of the Confidential Information, and will not retain any copies, extracts or other reproductions of any such materials, in whole or in part.

7. All parties agree to avoid conflicts of interest or the appearance of conflicts of interest. As such, all parties agree:

- a. Not to charge a fee or accept a gift (or secure same or another) for counseling or other services provided as part of their association with the Network unless said compensation is through a contract with the College;
- b. Not to accept employment from or provide other services to a Client while acting as Advisor or for a period of six months after acting as Advisor unless approved by the College or Network.
- c. Not to accept a case in which Advisor may have an opportunity for personal, familial or financial gain;
- d. Not to accept fees or commissions from third parties as a result of recommending specific services, equipment, supplies, nor recommend purchase of goods or services in which they have a personal or financial interest;
- e. Not to service competing clients at the same time prior to notifying all competing clients that the advisor is or will be providing services to competing clients;
- f. Not to discuss client information or the counseling relationship with anyone other than Network associated personnel;
- g. Exclusively use confidential client information to benefit the client;
- h. Not to withdraw from a counseling assignment without first notifying the local Small Business Center Director;
- i. To conduct themselves at all times during the performance of counseling services in such a manner as not to reflect discredit upon themselves, the Network, the College, and the North Carolina Community College System.

8. Advisor agrees that this Agreement shall remain in force and in effect, from the date hereof, during the term of its relationship with any Client and for a period of three years following the termination of the relationship for any reason.

9. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America and the State of North Carolina, without regard to its principles of conflicts of law. In any action brought with respect to this Agreement, the parties hereby consent to the personal jurisdiction of each federal and state court in the State of North Carolina.

10. In the event of any breach of this Agreement, the North Carolina Community College System, the College and the affected Client are jointly and severally entitled to enforce the terms of this Agreement. In the event of any breach of this Agreement, Advisor agrees that the North Carolina Community College System, the College and/or Client shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.

11. There are no other written or oral agreements between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except by a written document that specifically refers to this Agreement and is signed jointly by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns. Advisor may not assign or delegate his or her duties under this Agreement.

12. The failure of either of the undersigned to insist on strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, or a waiver of any other term, covenant or condition; nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or for any other times.

13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

CENTRAL PIEDMONT COMMUNITY COLLEGE:

ADVISOR:

Renee Hode, Executive Director

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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