

**THSLL Rules Enforcement & Governance Process
Affidavit & Mutual Non-Disclosure Agreement (MDNA) v1.0_2017**

It is understood and agreed to that the parties, hereinafter referred to as the “THSLL Participants”, to this Affidavit & MDNA, hereinafter referred to as the “Agreement”, each would like to provide the other with certain information that is to be considered confidential in the THSLL Rules Enforcement Governance Process as outlined in Section 22 of the then current THSLL Rulebook, hereinafter referred to as the “Governance Process”. To ensure the protection of such information and the THSLL Participants in consideration of the agreement to exchange said information, the THSLL Participants agree as follows:

1. The confidential information (“Confidential Information”) to be disclosed under this Agreement can be described as follows and includes:
 - Firsthand information relating to actions or lack of actions by a THSLL Participant(s) (THSLL Member School Program, Member School Team, parents, players) related to suspected rules violations of THSLL rules as defined in the then current THSLL Rulebook, and/or THSLL Participants’ disputes and/or legal challenges around them, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
 - Firsthand information relating to THSLL Waiver Requests submitted by a THSLL Member School Program with input from involved parents and players.
 - THSLL Coordinator, THSLL Board, and Commissioner provided communications, including timelines, plans, and written THSLL Participant communications throughout the Governance Process.
 - In addition to the above, Confidential Information shall also include, and the THSLL Participants shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by the THSLL Participants in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within forty-five (45) days of the disclosure.
2. The THSLL Participants shall use the Confidential Information only for the purposes of the Governance Process.
3. The THSLL Participants shall limit disclosure of Confidential Information to the THSLL Coordinator in charge of the Governance Process and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent by the THSLL Commissioner. The THSLL Participants shall satisfy their obligations under this paragraph if they take affirmative measures to ensure compliance with these confidentiality obligations by other THSLL Participants who are permitted access to or use of the Confidential Information.
4. This Agreement imposes no obligation upon the THSLL Participants with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving THSLL Participants; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing THSLL Participant; or (e) is independently developed. However, all THSLL Participants are expected to avoid discussions of the matter(s) involved in the Governance Process, including any information shared by others that may be related.
5. The THSLL Participants warrant that they have the right to make the disclosures under this Agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either THSLL Participant any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither THSLL Participant has an obligation under this Agreement to purchase any service, goods, or intangibles from the other THSLL Participant. Furthermore, both THSLL Participants acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either THSLL Participant to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither THSLL Participant shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in practices, plans, organization, products, services, or otherwise, based on either THSLL Participant's decision to use or rely on any information exchanged under this Agreement.
9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching THSLL Participant shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
10. This Agreement states the entire agreement between the THSLL Participants concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by both THSLL Participants, and be agreed to in advance by the THSLL Commissioner and THSLL Board. This Agreement is made under and shall be construed according to the laws of the State of Texas, U.S.A. In the event that this agreement, is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Texas, U.S.A.
11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the THSLL Participants acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Mutual Non-Disclosure Agreement (MDNA)

We, the undersigned acknowledge and accept that the information we are sharing and/or receiving is Confidential Information, included in the THSLL Rules Enforcement & Governance Process. We agree to be bound by the THSLL Rulebook, including the requirements around Confidential Information, and the decisions of the THSLL Board and the THSLL Commissioner.

	Recipient of Confidential Information:	Discloser of Confidential Information:
Name (Print or Type):		
Title		
Company		
Address		
Date		
Signature		
Name (Print or Type):		
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