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EMPLOYEE NON-DISCLOSURE AGREEMENT

This EMPLOYEE NON-DISCLOSURE AGREEMENT, hereinafter known as the "Agreement", is entered into between _____ ("Employee") and _____ ("Company"), collectively known as the "Parties" as of the day of _____, 20____ (the "Effective Date").

Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as "Confidential Information") of or regarding the Company may be discussed between Employee and the Company (hereinafter known collectively as the "Parties"). The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action the Company may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect the Company's Confidential Information, and that the terms of this Agreement create a bond of trust and confidentiality between them. In consideration of Employee's commencement of employment, or continued employment with the Company, the Parties agree as follows:

Article II: Confidential Information

A. Definitions. Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company's business.

B. Exclusions. For the purposes of this Agreement, information shall not be deemed Confidential Information and the Employee shall have no obligation to keep it confidential if:

- (i) the information was publicly known;
- (ii) the information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part; or
- (iii) the information was approved for release by Employer through written authorization.

C. Period of Confidentiality. (Check One)

CEN WORKSHOP AGREEMENT

CWA 14924-1

March 2004

ICS 03.100.99

English version

European Guide to good Practice in Knowledge Management - Part 1: Knowledge Management Framework

This CEN Workshop Agreement has been drafted and approved by a Workshop of representatives of interested parties, the constitution of which is indicated in the foreword of this Workshop Agreement.

The formal process followed by the Workshop in the development of this Workshop Agreement has been endorsed by the National Members of CEN but neither the National Members of CEN nor the CEN Management Centre can be held accountable for the technical content of this CEN Workshop Agreement or possible conflicts with standards or legislation.

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Stakeholder perspectives regarding pragmatic clinical trial collateral findings

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Abstract

Context: Pragmatic clinical trials (PCTs), which are becoming widespread since they are relatively inexpensive and offer important benefits for healthcare decision-making, can also present practical, ethical, and legal challenges. One such challenge involves managing “pragmatic clinical trial collateral findings” (PCT-CFs), or information emerging in a PCT that is unrelated to the primary research question(s), yet may have implications for individual patients, clinicians, or health care systems from whom or within which data were collected. The expansion of PCTs makes it likely healthcare systems will increasingly encounter PCT-CFs, yet little guidance exists regarding their appropriate management.

Methods: We conducted semi-structured interviews with key stakeholders experienced in the conduct or oversight of PCTs and those in health system leadership. Interviews explored respondents’ experience with PCTs and PCT-CFs, and actual or hypothetical reactions to PCT-CF management. We used standard methods of qualitative analysis to identify key themes.

Findings: Forty-one stakeholders participated. Four key themes emerged. First, discussions of PCT-CFs are complicated by layers of ambiguity related to both the nature of PCTs themselves, and unanticipated results that emanate from them. Second, management of PCT-CFs is context-specific, and not amenable to a “one-size-fits-all” approach. Third, there was a wide diversity of attitudes regarding the scope of researcher responsibilities in PCTs. Fourth, PCT-CFs had generally not been previously considered by respondents, but there was widespread belief in the importance of prospective planning to anticipate such issues in future PCTs.

Conclusions: PCT-CFs are likely to increase, yet those charged with PCT-CF decision-making and their disclosure are unlikely to have experience with these issues. Further deliberation about the ethical obligations and implementation processes regarding PCT-CFs is needed. To enhance the likelihood of developing sound policies and practices, such deliberations should include the input and perspectives of key stakeholders in PCTs, including professionals, policy makers, and patients.

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DIVORCE SETTLEMENT AGREEMENT

THIS DIVORCE SETTLEMENT AGREEMENT (this “Agreement” or this “Divorce Settlement Agreement”) is made and entered into as of [EFFECTIVE DATE] (the “Effective Date”) by and between:

[WIFE FirstName] [WIFE LastName], formerly [MAIDEN NAME OF WIFE], currently residing at [WIFE ADDRESS], and

[HUSBAND FirstName] [HUSBAND LastName], currently residing at [HUSBAND ADDRESS].

WHEREAS:

1. Husband and Wife (hereinafter also referred to in the singular as a “Party” and collectively as the “Parties”) were lawfully married to each other on [MARRIAGE DATE], in [CITY AND STATE OF MARRIAGE], in the United States; and
2. the Parties resided together in cohabitation until their separation as of [SEPARATION DATE] (the “Separation Date”) due to certain “irreconcilable differences”; and
3. the Parties wish to live apart from and independent of each other; and
4. Wife has filed a petition for divorce against Husband in the Superior Court of [COUNTY] County in [STATE];
5. the Parties are the parents and legal guardians of the following minor children:
 1. [CHILD 1]
 2. [CHILD 2]
6. the Parties desire to settle in perpetuity their respective rights, duties and obligations, and all claims either Party may have against the other;

In consideration of the above, and of the mutual promises and agreements contained in this Divorce Settlement Agreement, the parties, intending to be legally bound, do hereby agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND INDEPENDENT.

The Parties agree to live separate and apart from each other, as if not married, and each Party shall be free from any interference, harassment, authority or control whatsoever of the other

written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Developer any Charges in respect of Services performed in breach of this Clause 8.2.

8.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated (inclusive of any applicable value added taxes) OR [exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Developer].

8.4 The Developer may elect to vary [any element of the Charges] by giving to the Customer not less than [30 days'] written notice of the variation[expiring on [any anniversary of the date of execution of this Agreement]][, providing that no such variation shall constitute a percentage increase in [the relevant element of the Charges] that exceeds[[2]% over] the percentage increase, since the date of the most recent variation of [the relevant element of the Charges][under this Clause 8.4] (or, if no such variation has occurred, since the date of execution of this Agreement), in [the Retail Prices Index (all items) published by the UK Office for National Statistics].]

9. Payments

9.1 The Developer shall issue invoices for the Charges to the Customer [from time to time during the Term] OR [on or after the invoicing dates set out in a Statement of Work] OR [dates for invoicing].

9.2 The Customer must pay the Charges to the Developer within the period of [30 days] following [the issue of an invoice in accordance with this Clause 9] OR [the receipt of an invoice issued in accordance with this Clause 9].

9.3 The Customer must pay the Charges by [debit card, credit card, direct debit, bank transfer or cheque] (using such payment details as are notified by the Developer to the Customer from time to time).

9.4 If the Customer does not pay any amount properly due to the Developer under this Agreement, the Developer may:

(a) charge the Customer interest on the overdue amount at the rate of [8% per annum above the Bank of England base rate from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

OR

9.4 If the Customer does not pay any amount properly due to the Developer under this Agreement, the Developer may charge the Customer interest on the overdue amount at the rate of [2% per annum above the Bank of England base rate from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).[The Developer acknowledges and agrees that it shall have no right to claim interest or statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and that its contractual rights under this Clause 9.4 constitute a substantial remedy within the meaning of that Act.]

10. Warranties

Financing beneath collateral management agreement is helpful for agriculture commodities, coal, rock oil product and much more.DetailsFile FormatSize: 239.3 KBDownloadCollateral management services refer to when a third party takes and monitors collateral commits under a loan agreement. Scipion was therefore entitled to claim damages, irrespective of the validity of the pledge, 2000 tonnes) and the actual amount at the Site (approx. In October 2017, Vallis discovered a large discrepancy between the amount of copper it had reported as being at the Site (approx. The Pledge was governed by Moroccan law. CMA is created between the funding party, the borrowing party or the owner of the commodities and collateral manager. Decision The Court held that the Pledge was indeed invalid under Moroccan law but found that Scipion was entitled to recover the value of the lost goods anyway, because of its possessory rights as bailor under the terms of the CMA. Mac Z as the borrower agreed to enter into a pledge agreement over the goods and products (the "Pledge") in support of its obligations to Scipion under the Facility Agreement. Download the sample now without much of a delay.6. Loan and Security Agreement in DOCDetailsFile FormatSize: 15.2 KBDownloadYou can customize and modify this sample which consists of a loan and security agreement as necessary to best serve your situation. Vallis's claim failed. However, the Court found that when the question is whether a party has a right to possession pursuant to a bailment, that question should be determined by the law governing the bailment. If you are looking for an agreement on such type, take reference from the above sample and create your own. Check out the various type of collateral management agreement sample templates and make use of the one that best fits your purpose.What are the functions of collateral?Collateral is a basic building block of financial markets and affects economic growth and financial firmness. It must be precisely understood that the primary risk is the counterparty credit, which needs to be properly evaluated.What is the function of the collateral management agreement?Financing beneath the collateral management agreement could be a methodology of securing finance against physical commodities. Go through the content to understand all about its procedures and utilization. HFW Comment This judgment is a reminder of the importance of attornment where security is taken over goods held in storage. However, make sure to incorporate all relevant provisions, and remember that the agency can approve your draft a lot of quickly if it deviates very little from this sample. In the case of contractual bailment, that will be the law of the contract 2 (here, English law, being the law governing the CMA). This was in part because it was a finance house rather than a metals trader. To avoid the hassle of creating a new one from scratch, you must download the sample now.3. Standard Collateral Management Agreement SampleDetailsFile FormatSize: 178.8 KBDownloadIn this template, you have been provided with an example based on the negative effects of confusion over the collateral agreement. However it argued that this rule was abolished by section 8(1) of the Torts (Interference with Goods) Act 1977. Collateral management services consult with once a 3rd party takes and monitors collateral pledged underneath a loan agreement so within the event the receiver defaults, the loaner will collect on the collateral owed to him. Collateral management services include receiving physical commodities into storage and retentive management over the aforementioned commodities until such time as Collateral Manager is commanded by the parties to release them in accordance with the terms of the agreement. Take a look at the complete format that is provided here. It had not failed to mitigate its loss by delaying sale or failing to recover a proper value for the goods in another way. Background In 2016, under a facility agreement (the "Facility Agreement"), Scipion Active Trading Fund ("Scipion") granted an uncommitted revolving copper borrowing base facility to Mac Z Group SARL ("Mac Z"), to finance the purchase of copper stock for processing into copper products. Among other steps, Scipion brought a claim against Vallis for a breach of the CMA. In a recent judgment 1, the English Commercial Court held that a lender could recover damages against a collateral manager based on its right to possession to goods, even though a foreign law pledge over the goods was found to be invalid. In addition, Scipion and Mac Z entered into a collateral management agreements (CMA) with Vallis Group Limited ("Vallis"). It will definitely ease your task and help you build a better version of the agreement.4. Collateral Control Management Agreement TemplateDetailsFile FormatSize: 65.1 KBDownloadThe collateral control management agreement generally consists of the date of and parties to the agreement, an agreement, definitions and authorized signature of parties. Since the agreement form is already prepared, all you need to do is fill up the details in the space given. The Court found the Act did not apply to cases of contractual bailment. If it seems to be essential for your use then get your hands on it right now.5. Master Collateral Management Agreement in DOCDetailsFile FormatSize: 32.5 KBDownloadGet access to this master collateral management agreement which is provided to you in Doc file. Scipion was entitled to damages equal to the value of the lost goods on the date on which they were lost. Here, where the security which Scipion should have had under the pledge agreement was not available, the success of Scipion's claim depended on the fact that it could establish that a bailment existed on the terms of the CMA, under which Vallis had attorned to Scipion and agreed to hold the goods on Scipion's behalf.For further information, please contact the authors of this briefing: Sarah HuntPartner, GenevaT +41 (0)22 322 4816M +41 (0)79 281 5875E sarah.hunt@hfw.com In order to avoid any need to account to Mac Z for a surplus, Scipion capped its claim at the value of the amount it had failed to recover under the Facility Agreement, less the value of certain remaining goods and products. Contractual bailment and the "jus tertii" argument: Vallis claimed that Mac Z had better title to the goods than Scipion (an argument known as "jus tertii"). The right to possession and governing law: Usually, the transfer of movable property (here, the copper) is governed by the laws of the country in which the goods are located (here, Morocco). Download and make your task hassle-free by simply editing and modifying the file as you want to or you can also make use of the exact content. Collateral Agreement management serves a variety of functions, but by far the most important is that of credit enhancement - by agreeing to post collateral and thereby reduce the lender's total exposure or default risk, a receiver is in a position to borrow at lower rates than he would otherwise receive. Vallis also agreed to issue warehouse receipts and provide reports to Scipion regarding the total quantity and value of the stock and products at the Site. Possessory interest and invalid pledge: The Court confirmed that substantial damages could be recovered by a person "who has or is entitled to have the possession of goods"3 and that this principle applies to a claim by a person who has a right to possession as bailor. If the borrower fails to fulfill an obligation on the loan payments, the lender can snatch the bond and sell it again to recover the losses.What is collateral exposure?Collateral is held by one party known as the collateral holder in an agreement in order to give cover against credit risk exposure taken in respect of another party known as the collateral giver. This was governed by English law. Vallis accepted that at common law, there is a rule that a bailee is estopped from denying or disputing his bailor's title. Banks are frequent users of collateral management. Make this template all yours with just a single click. The Court made the following findings of wider interest: Bailment relationship between Scipion and Vallis: In line with earlier cases on CMAs, the Court found that the bailment relationship arose by the original bailor (Mac Z as owner of the goods) bailing the copper to Vallis as the collateral manager, and Vallis as bailee acknowledging the transfer of possession ("attorning") to Scipion as the new bailor and agreeing to hold the copper on Scipion's behalf in accordance with the terms of the CMA. Collateral Management provides bigger flexibility for import and export trade. Mac Z failed to perform its repayment obligations under the Facility Agreement and due to the loss of copper from the Site, the balance due to Scipion was left unsecured. During the trial, Vallis admitted there had been a physical loss of goods from the Site caused by its lack of care in breach of the CMA. However, it argued that the Pledge was invalid under Moroccan law and therefore Scipion had no possessory interest in the lost goods and was not entitled to bring a claim. Scipion contended that it was entitled to recover from Vallis based on its right to possession as contractual bailor, regardless of the Pledge's validity. Under the CMA, Vallis agreed to act as collateral manager, receiving, storing and holding the stock and products at a storage facility in Skhirat, Morocco (the "Site"), 30 tonnes). To get started, download the template now.2. Collateral Management Agreement TemplateDetailsFile FormatSize: 64.0 KBDownloadA simple and basic collateral management agreement provided here consists of components like WR no, warehouse location, type of goods, the number of goods, currency, value, bank financing, and amount disburse. It lowers risks for lenders and borrowers alike, by giving protection to lenders and permitting borrowers to receive more credit at better rates, and plays a big part in a variety of market functions.What is collateral system?Collateral is a resource that a lender agrees as security for a loan. Collateral management agreement (CMA) safeguards inventory financing between a lender and a borrower where the goods are used as collateral.

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