



INTENTION TO COMPETE

**DMAW/EF, Karen Depew,
Executive Administrator,
4414 Walsh St, Chevy Chase MD 20815
karen@northwoodconsulting.com
PH: 301.652.7074**

PROFESSORS/ADVISORS AND/or TEAM LEADERS:

Intention to compete form for the DMAW/EF Collegiate MAXI Competition

Name: _____
Title: _____
College/University: _____
Department/School: _____
Address: _____
City/State/Zip: _____
Office Phone: _____ Fax: _____ E-mail: _____

Please complete the following information in order to participate:

I will have _____ teams compete in the spring. I understand entries are due Friday, April 2, 2010, and that the winners will be notified by April 9, 2010. Also that the winner's reception will be late April or early May at the National Geographic Society.

My students will do this:

- | | |
|---|---------------------------------------|
| _____ as a mandatory class project | _____ as a marketing club function |
| _____ as a class project with voluntary participation | _____ as an Independent Study Project |
| _____ other (please describe) | |

Name of the course or project that will include the MAXI Competition:

I agree by entering the competition, faculty advisors and participants (entrants) agree to grant DMAW/EF the unlimited right to use their names, pictures and/or likenesses for advertising and publicity purposes, whether utilized in print media, television, video, film, radio, internet, or otherwise, without their prior review or approval, and without any compensation to them. Participants agree that all entries become the shared property of DMAW/EF and the National Geographic and will not be returned to the contestants or faculty advisors, nor will compensation be paid to participants.

Faculty Advisor Name (please print):

Faculty Advisor Signature:

NOTE: the accompanying Non-Disclosure form must be signed by all participating students as well as faculty/advisors and/or team leaders and returned with this 'intent to enter' form.

Please complete, sign and e-mail scanned signed forms to: karen@northwoodconsulting.com, or mail to: DMAWIEF, Karen Depew, Executive Administrator, 4414 Walsh St, Chevy Chase MD 20815.

NON-DISCLOSURE AGREEMENT

National Geographic Society

2010 Collegiate MAXI competition entrant or advisor ("Confidant") and NATIONAL GEOGRAPHIC SOCIETY, 1145 17th Street, N.W., Washington, DC 20036 (the "Society" or "NGS"), enter into the following Agreement.

Whereas, Confidant desires to participate in discussions and perform certain strategic or creative services for the Society and/or its affiliates (the "Services"), and it is necessary to provide Confidant with confidential information (as defined below) in connection with the performance of the Services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. "Confidential Information" shall include product development plans or ideas, marketing plans, marketing results or historical data, market research studies, strategic plans, business plans, competitive intelligence reports, customer database information, financial information, whether provided orally or in written, graphic, digital or encoded form. "Confidential Information" also shall include any other type of information if it is clearly identified by the disclosing party either prior to or at the time of such disclosure or in a letter sent within ten days after the disclosure of such information. "Confidential Information" also shall include any work product produced by Confidant in the course of performing the Services, including for example, research findings, summaries of interviews, database segmentations, profiles of current and future target consumers and positioning work.

2. Confidentiality Obligations. With respect to Confidential Information received from NGS or its affiliates, Confidant shall:

(a) hold such Confidential Information in confidence, with the same degree of care with which it protects its own confidential and proprietary information;

(b) restrict disclosure of the Confidential Information solely to its employees, agents, and contractors with a need-to-know such Confidential Information for the purposes of the Services and advise those persons of their obligations under this Agreement with respect to such Confidential Information (with respect to its contractors, Confidant shall contractually commit such contractor to confidentiality under terms no less protective than those of this Agreement);

(c) use the Confidential Information only as needed for the Services and not for its own benefit apart from the Services;

(d) except in connection with the Services, not copy or duplicate such Confidential Information or knowingly allow anyone else to copy or duplicate such Confidential Information; and

(e) on request, promptly return to the disclosing party all Confidential Information in a tangible form or certify that it has destroyed such Confidential Information.

3. Exceptions to "Confidential Information". Information shall not be deemed to be "Confidential Information" that falls under any of the following exceptions:

(a) is already known or hereafter becomes known through no wrongful act of Confidant;

- (b) is received by Confidant from a third person without similar restrictions and without breach of this Agreement;
- (c) is independently developed or known by an employee, agent, or contractor of Confidant, not associated with providing the Services and who did not have any direct or indirect access to the Confidential Information;
- (d) is disclosed to a third person by NGS or its affiliates without similar restrictions; or
- (e) NGS agrees in writing to release Confidant from such restrictions.

4. Miscellaneous. The confidentiality obligations of this Agreement shall survive the completion of termination of the Services. All Confidential Information shall remain the property of NGS. Nothing in this Agreement grants or confers any rights by license or otherwise in any Confidential Information. This Agreement shall benefit and be binding upon the parties and their respective subsidiaries, affiliates, successors and assigns. This Agreement may not be changed, modified, amended or supplemented except by the written consent of both parties. If any portion of this Agreement is found to be unenforceable in a court of law, that provisions will be severed and the remainder of the Agreement shall be in full force and effect. The parties agree that disclosure of Confidential Information in violation of this Agreement shall cause irreparable harm, entitling NGS to seek injunctive relief in addition to any other remedies to which NGS may be entitled at law or in equity. The Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regard to conflict of laws provisions. **Please make more copies of Signature page 3 if more signature lines are needed. Individual print 'signature' of every participant (student professor/advisor, and/or team leader) must be received before shipment of NGS Collegiate material.**

CONFIDANT 2010 Collegiate MAXI Entrant

NATIONAL GEOGRAPHIC SOCIETY

Print: _____

By: Karen Rice Gardiner, NGS

(Print name of Entrant or Faculty/Advisor)

Sign: _____

(Signature of Entrant or Faculty/Advisor)

Title: _____

Title: Director of Creative Services

(Student, Professor/Advisor, Team Leader)

Date: _____

Date: 2/10/2010

Print: _____

(Print name of Entrant or Faculty/Advisor)

Sign: _____

(Signature of Entrant or Faculty/Advisor)

Title: _____

(Student, Professor/Advisor, Team Leader)

Date: _____

(Continue to next page to add additional names)

CONFIDANT 2010 Collegiate MAXI Entrant

NATIONAL GEOGRAPHIC SOCIETY

Print:_____

(Print name of Entrant or Faculty/Advisor)

Sign:_____

(Signature of Entrant or Faculty/Advisor)

Title:_____

(Student, Professor/Advisor, Team Leader)

Date:_____

Print:_____

(Print name of Entrant or Faculty/Advisor)

Sign:_____

(Signature of Entrant or Faculty/Advisor)

Title:_____

(Student, Professor/Advisor, Team Leader)

Date:_____

Print:_____

(Print name of Entrant or Faculty/Advisor)

Sign:_____

(Signature of Entrant or Faculty/Advisor)

Title:_____

(Student, Professor/Advisor, Team Leader)

Date:_____

By: Karen Rice Gardiner, NGS

Title: Director of Creative Services

Date: 2/10/2010

(Please copy this page as needed for more names)