NorthWest Arkansas Community College Administrative

Policies and Procedures

Retail Link Confidentiality Policy 3-13-2(1)

Policy:

Corporate & Continuing Education is a division of the NorthWest Arkansas Community College that specializes and supports the educational needs and services of the local business community. *It is our mission to be the premier provider of workforce learning in northwest Arkansas, in order to strengthen the economic development of the area*

I. Retail Link Proprietary Knowledge

A. User ID and Passwords

1. Participants in the Retail Programs will be issued a retail link User ID and password for each semester registered, as appropriate.

2. Participants utilize the same User ID and password throughout

the semester as issued by the appropriate faculty member. Therefore, faculty will be responsible for issuing User Ids and passwords to each participant.

3. Password sharing between participants will be necessary in some cases, so participants shall save all work to include a first name initial and complete last name. This will be necessary to receive credit for all work assignments in class.

4. Before issuing a User ID and password, all participants and faculty must sign a "Retail Link Agreement" contract and NorthWest Arkansas Community College "Proprietary Usage Agreement" specifically for the NWACC Retail Link Testing site (see attachments).

B. System Maintenance

1. Retail Link contains live POS data that will undergo regular maintenance and frequent updates through Wal-Mart Information Systems Division. The maintenance occurs at 8 p.m. CST each evening and will take up to 2 hours to complete. Retail Link Testing Site cannot be accessed through these hours.

2. Corporate & Continuing Education Administrator will reset all passwords one week after the end of the semester. Participants will be issued a new User ID and password in the following semester, as appropriate.

C. Proper Usage

1. Participants shall log into their User ID and password at a secured site out of the classroom at any time, except the maintenance hours listed above in Section B. The User ID and password are available to the participant to do homework or explore the testing site for educational purposes only.

2. **No third party shall be given Retail Link data, User ID, or password from the testing site.** This includes, but not limited to, spouses, siblings, friends, or coworkers. However, the restriction does not include faculty or Corporate & Continuing Education Administrators. All passwords are traceable and monitored for multi-usage.

3. If accessing the testing site at a location other than the Corporate & Continuing Education Labs, participants must practice complete

discretion. Viewing the testing site must be done in a location where the site cannot be in open view by others.

A. Violation of Policy

1. Any violation to this policy will result in revoking Retail Link access to the testing site and prevent obtaining access approval in the future at employment with a Wal-Mart supplier or at Wal-Mart Corporation. Once the privilege is revoked ,it is very difficult to obtain access approval again.

2. Participants who violate this policy will be expelled from the program without a refund and will be withdrawn from all currently enrolled class(es) resulting in an "F" for all semester classes.

3. Violations will be reported directly to the Coordinator of the Retail Programs, Dean of the Corporate & Continuing Education Center, Registrar at NorthWest Arkansas Community College and

Wal-Mart ISD.

If you should have any questions or concerns regarding this policy, please contact the Corporate & Continuing Education Center at 936-5175

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I, _____, have received the Retail Link Usage Policy from Corporate & Continuing Education/NorthWest Arkansas Community College. I understand the terms regarding the usage and privilege of the testing site as a participant in the Retail Programs at the Corporate & Continuing Education Center.

_____ _____

Participant's Signature *Date*

Last Revised 2/12/02

RETAIL LINK ® AGREEMENT

This Agreement is made and entered into between_____

_____

hereinafter referred to as "Student," and WAL-MART STORES, INC., A Delaware corporation with its principal place of business at 702 SW 8th Street, Bentonville, Arkansas 72716, hereinafter referred to as "WAL-MART".

WHEREAS, Student wishes to receive certain confidential and proprietary information from WAL-

MART for the purpose of understanding ,evaluating and using RETAIL LINK® computer applications and services, hereinafter "RETAIL LINK®" and

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement. "Confidential Information" shall mean information received by Student that is not generally known in the industry in which Wal-Mart is or may become engaged, or which would logically be considered confidential and/or "Proprietary" about RETAIL LINK®, including information relating to or derived from the data received through those systems and the applications, research, development, plans and processes related to those systems.

For a period of five years from the date of last service to WAL-MART, involving RETAIL LINK®, all confidential information shall remain in confidence by Student and shall not be disclosed to or through any third party, and shall be protected with the same degree of care as Student normally uses in the protection of its own confidential and proprietary information. Student further agrees not to use confidential and/or proprietary information received from WAL-MART for any purpose, except as is necessary for the purpose of fulfilling Student's business agreements with WAL-MART.

The restrictions herein shall not apply with respect to confidential information which:

a. is already available to the public;

b. becomes available to the public through no fault of Student;

c is already known to Student as shown by written records in Student's possession

at the time that the confidential information was received from WAL-MART; or

Nothing in this Agreement shall alter the prior confidentiality obligations of WAL-MART and Student.

2. **PROPRIETARY INTEREST,** Nothing in this Agreement shall be construed to grant Student a license to any Confidential Information disclosed or to any patents, patent applications or copyrights derived from the Confidential Information disclosed. Student specifically agrees and understands that all products or any of the ideas and expressions related to RETAIL LINK® and all physical embodiments thereof and material developed in relation thereto by WAL-MART pursuant to the Agreement between the parties for Student to provide services to WAL-MART are and shall remain the property of WAL-MART. Software developed independently by Student for its own internal use in processing and integrating data received through RETAIL LINK® shall become

and remain the property of Student. Such software shall remain confidential under the terms of this Agreement.

3. **TERM**. This Agreement shall become effective as of the date first written below, and shall continue in effect for so long as Student and WAL-MART are engaged in a business relationship involving RETAIL LINK® and shall automatically terminate at the conclusion of such relationship, provided, however, that termination of this Agreement shall not relieve Student of any of the obligations set forth in Paragraph 1 with respect to Confidential Information. All such obligations shall continue until the expiration of the period set forth in Paragraph 1. WAL-MART has the absolute right to revoke and terminate this Agreement at any time, without cause, by giving 30 days written notice. Either party may terminate this Agreement immediately in the case of a breach of one or more of the promises or terms contained herein.

2. **ORDERLY TERMINATION.** Upon the termination or expiration of this Agreement, Student and WAL-MART retains the right to request the return of all

papers, programs, materials, documents and other properties of the other held by each during the term of this Agreement.

5. **GOVERNING LAW.** The parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to the internal law of Arkansas regarding conflict of laws. The parties mutually consent and submit to the jurisdiction of the federal and/or state courts of Benton County, Arkansas and any action or suit concerning this Agreement or related matters shall only be brought by the parties in federal or state court with appropriate subject matter jurisdiction in Benton County, Arkansas. The parties mutually acknowledge and agree that they shall not rise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suite brought in accordance with the foregoing. The parties acknowledge that they have read and understand this clause and agree willingly to its terms.

6. **INJUNCTIVE RELIEF.** Student acknowledges that the use or disclosure of the Confidential/Proprietary Information in a manner inconsistent with the Agreement will cause WAL-MART irreparable harm and that WAL-MART will

have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure and to such damages as are occasioned by such unauthorized use or disclosure.

7. **TITLES.** The titles used herein are for the convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

8. **WARRANTY.** WAL-MART MAKES ON WARRANTIES AND STUDENT RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WAL-MART SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR DIRECT, ACTUAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES ARISING OUT OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY IN TORT OR WARRANTY EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **TAXES.** In the event any taxing agency, federal ,state or local, imposes a tax

upon the electronic data transmitted by the use of the Retail Link software, then payment for said taxes shall be the sole responsibility of Student.

10. **STUDENT'S DUTIES AND LIMITATION OF LIABILITY.** Student will appoint

one person as a Technical Site Administrator ("TSA"). The TSA will be responsible to terminate a password in the event of an employee of Student with Retail Link® access leaving Student's employ, or in the event of a breach or potential breach of Retail Line's® access and/or confidentiality. TSA will also notify WAL-MART immediately in those instances. Student will not permit any third party to use RETAIL LINK® . All employees from Student accessing the Retail Link® site will be required to furnish his/her social security number. This social security number will be used for employment verification to confirm the status as an employee or Student, and the last four digits of same will be used as identification when a call is placed to the Retail Link® Help Desk.

Student voluntarily enters into this license and willingly agrees to assume all risks involving a breach of RETAIL LINK'S® accessibility and/or confidentiality. TSA will be responsible for site contact information within the RETAIL LINK® system as required by WAL-MART. This will include, but not be limited to, name, address, phone number, Email address of the Chief Financial Officer, Chief Logistic Manager, Chief Executive Officer, TSA. Student will ensure that its employees will not share passwords with any other person, whether employees of Student or not. TSA will immediately notify WAL-MART if an employee is sharing their password and will terminate that person's password.

11. **PUBLICITY.** Student agrees not to make any public announcement regarding the existence of this Agreement or its terms.

12. **GENERAL.**

(a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(b) No action, regardless of form, arising out of this Agreement may be

brought by Student more than two years after the cause of action has arisen.

(c) The Student may not assign or sub-license, without the prior written consent of WAL-MART, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

(d) The waiver or failure of WAL-MART to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

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Agreement dated _____ day of _____, 200__.

Agreed to: WAL-MART STORES, INC

_____ _____

"Student" "WAL-MART"

_____

By: Randy Salley

Title: Vice-President, WAL-MART

ISD

Date:_____

Date:_____

Revised 6/5/03

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