



NATIONAL/INTERNATIONAL MARITIME LAW ENFORCEMENT ACADEMY  
ADJUNCT INSTRUCTOR APPLICATION

Name: \_\_\_\_\_ Title/Rank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (wk): \_\_\_\_\_ Phone (Other): \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Agency/Employer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

Course Title(s) for Instructor Application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purpose of Application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualifications:  Check here if attached  
\_\_\_\_\_  
\_\_\_\_\_

- 1. Resume  *verify attached*
- 2. Character References  *verify attached*
- 3. Letter of Recommendation  *verify attached*
- 4. Copy of duty/performance evaluation  *verify attached if applicable*
- 5. Education documentation/verification  *verify attached*
- 6. Formal Instructor training documentation/verification  *verify attached*
- 7. Signed Standards of Conduct  *verify attached*
- 8. Signed Non-Disclosure Agreement  *verify attached*

.....  
**For NMLEA/IMLEA USE:**     Approved     Denied

Justification:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Executive Director

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



## NATIONAL/INTERNATIONAL MARITIME LAW ENFORCEMENT ACADEMY ADJUNCT INSTRUCTOR APPLICATION

### Standards of Conduct and Application Attestation

I \_\_\_\_\_, pledge to:

- Maintain exemplary standards of professional conduct.
- Actively model and encourage the integration of ethics into all aspects of instruction.
- Recognize and discharge my responsibilities to uphold all laws and regulations in implementing the policies and conducting the training of the course(s)
- Strive to continually advance my knowledge and achieve higher levels of excellence in instruction.
- Maintain the confidentiality of all privileged information, except when so doing becomes an ethical or legal breach of conduct.
- Serve all students fairly, holding foremost the interests of the organization that employs me; fully executing my duties and never using my position for undue personal gain; and promptly and completely disclosing to appropriate parties all potential and actual conflicts of interest.
- Actively advance, support and promote marine safety and security through word and deed.

In making this application, I fully understand that it is an application only and does not guarantee acceptance as an Adjunct Instructor. I agree to submit further information as determined by the NMLEA/IMLEA Executive Director. I further understand and, by my signature, attest that I now and will in the future adhere to the NMLEA/IMLEA Instructor Standards of Conduct. I further understand that any false statement or misrepresentation that I may make in the course of these proceedings and application may result in the revocation of this application.

I understand that NMLEA/IMLEA reserves the right to revise or update this application and its Instructor Standards of Conduct, and that it is my responsibility to be aware of the Academy's current requirements. I further understand that I am obligated to inform the Academy of changed circumstances that may materially affect my application. I further understand that it is my responsibility to provide the Academy with any requested documentation in connection with this application.

If I am accepted, I authorize the NMLEA/IMLEA to include my name in a list of certified individuals and agree to use the NMLEA/IMLEA Adjunct Instructor designation and related NMLEA/IMLEA trade name, trademarks and logos only as permitted by NMLEA/IMLEA policies. I attest that I have no felony convictions and that I have not been separated from employment for cause.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), and is by and between the National Maritime Law Enforcement Academy (NMLEA) and \_\_\_\_\_ (“Receiving Party” hereinafter referred to as “RP”) with an address of \_\_\_\_\_, in (city) \_\_\_\_\_, within the state of \_\_\_\_\_ and a zip code of \_\_\_\_\_.

For purposes of this Agreement, the party providing Confidential Information (as that term is defined below), and such party’s direct or indirect subsidiary corporations and affiliates shall be referred to as the “Transmitting Party” and the party receiving the Confidential Information (as such term is defined below) and such party’s direct or indirect subsidiary entities and affiliates shall be referred to as the “Receiving Party” or “RP”. Intellectual Property including patents, trademarks, copyrights and other business-proprietary and confidential information shall be referred to as “IP”

WHEREAS, this Agreement is made in order for each party to obtain from the other certain technical and business information for the purpose of exploring a potential business relationship under terms that will protect the confidential and proprietary nature of such information (the "Purpose").

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. DISCLOSURE. In consideration of NMLEA/IMLEA’s intent to share its concepts, ideas, inventions, designs, systems, lesson plans, course design material, business methods and other proprietary information, RP agrees to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the NMLEA/IMLEA. Prompt disclosure is required under this paragraph if the activity or interest is, among other things, directly or indirectly related to a offering, product or product line of the NMLEA/IMLEA. No disclosure from RP will be deemed to mean RP is making no claims or representations with regard to anything that would represent a conflict with NMLEA/IMLEA business interests.

### 2. PROPRIETARY RIGHTS.

(a) RP hereby agrees that in the area of NMLEA/IMLEA’s disclosed IP, all subject matter related information, reports, studies, charts, plans, diagrams, presentations, lessons, course of instruction, consultant/advisory practices and any other tangible or intangible information, deliverables and all inventions, discoveries, improvements, specifications, designs, methods, devices, writings, compilations of information, and/or materials developed, produced, conceived, or reduced to practice hereunder (collectively the “Work Product”), shall be the sole and exclusive property of NMLEA/IMLEA (or its designee).

(b) RP also hereby agrees, with respect to any Work Product or Invention (with “Invention” meaning inventions, discoveries or business methods, systems or processes made or conceived by RP



(either solely or jointly with another or others) in performance of this Agreement or based on or resulting from RP's access to Confidential Information), that all such subject matter and information is the sole property of NMLEA/IMLEA.

3. As used herein, "Confidential Information" shall mean any and all information furnished or disclosed, in whatever form or medium, concerning a Transmitting Party, including, without limitation, such Transmitting Party's intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, product or service specifications, manuals, agreements, economic and financial information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any materials based thereon, whether written or oral, furnished directly or indirectly by a Transmitting Party or any of such Transmitting Party's directors, officers, members, employees, agents, attorneys, accountants, advisors and other representatives (collectively, the "Representatives"). For purposes herein, any technical or business information of a third person furnished or disclosed by one party to the other shall be deemed "Confidential Information" of the Transmitting Party and subject to the terms of this Agreement.

4. All Confidential Information shall be kept confidential and shall not, without the Transmitting Party's prior written consent, be disclosed or used in any way by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, except to the extent that the Receiving Party or its Representatives becomes legally compelled to disclose any of the Confidential Information (and the Receiving Party complies with the provisions of Paragraph 6). The Receiving Party agrees to reveal the Confidential Information only to Representatives who need to know, who are expressly informed by the Receiving Party of the confidential nature of the Confidential Information and who have signed a Confidentiality Agreement in accordance with the terms and conditions of this Agreement. The Receiving Party agrees NOT to reveal any Confidential Information to third parties who have not expressly agreed to act in accordance with the terms and conditions of this Agreement.

5. Nothing herein shall be construed as granting any contractual right or license under any copyrights, inventions, or patents, or any other property right, now or hereafter owned or controlled by the Transmitting Party.

6. The term "Confidential Information" does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or the Receiving Party's Representatives, or (ii) was or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Transmitting Party or its Representatives, provided that such source is not bound by a confidentiality agreement with the Transmitting Party, or (iii) was within the Receiving Party's possession prior to its being furnished, provided that the source of such information was not bound by a confidentiality agreement in respect thereof.

7. Within a reasonable time after the Transmitting Party's written request, the Receiving Party shall promptly confirm in writing to the Transmitting Party that it has destroyed all of the Confidential Information, provided however, if a court of competent jurisdiction or if the Receiving Party is otherwise legal compelled, Receiving Party shall be permitted to retain one copy of the Confidential Information in



its possession, as more particularly set forth in Paragraph 6 herein. All documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information.

8. The Receiving Party acknowledges the competitive value and confidential nature of the Confidential Information and that disclosure thereof to any third party could be competitively harmful to the Transmitting Party. In the event that the Receiving Party or any party to whom it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Transmitting Party with prompt notice, so that the Transmitting Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required and the Receiving Party shall exercise its reasonable best efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

9. The Receiving Party acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that would result to the Transmitting Party if information contained therein is disclosed to any third party, money damages would not be sufficient remedy for any breach of this Agreement by the Receiving Party, and that, in addition to all other remedies, the Transmitting Party shall be entitled to all rights available both at law and in equity available to Transmitting Party.

10. Except for the obligations of confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the disclosure of Confidential Information contemplated by this Agreement, or by the meetings and conversations between the parties with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party acknowledges that this Agreement and any meetings and communications of the parties shall not constitute an offer, request, or contract with the other to engage in any research, development, or other work; nor constitute an offer, request, or contract involving a buyer-seller relationship or venture, teaming or partnership relationship between the parties. The parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the meetings and communications between the parties, are at each party's sole cost and expense.

11. No failure or delay by the Transmitting Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

12. The parties expressly recognize that Confidential Information is provided "AS IS." TRANSMITTING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND EXPRESSLY DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

13. This Agreement shall be governed by and construed in accordance with the laws of Florida. All judicial proceedings to be brought with respect to the Agreement or any other dispute between the



parties hereto shall be brought in the court of NMLEA/IMLEA's sole choice (the "Court"), and by execution and delivery of this Agreement, the parties hereto each accepts generally and unconditionally the exclusive jurisdiction of the Court selected by NMLEA/IMLEA and irrevocably waives any objection which either of them may now have or hereafter have to the bringing of any such action or proceeding with respect to this Agreement or any other dispute in the Court.

14. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

15. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16. The parties hereto agree that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties covering the subject matter hereof, supersedes all prior agreements and understandings concerning such subject matter, whether oral or written and cannot be amended except in writing executed by an authorized representative of each party.

17. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement.

18. Neither party shall have the right to assign this Agreement, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld. Upon such assignment, all obligations and duties of the assigning party under this Agreement shall continue to bind such assigning party and be binding on all successors in interest and permitted assigns of such party.

19. Both parties waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Agreement, or any of its provisions.

Agreed and accepted;

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Mark R. DuPont

Title: \_\_\_\_\_

Executive Director

Company: \_\_\_\_\_

National Maritime Law Enforcement Academy

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

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