



Girls on the Run of Santa Fe

NON-COMPETE CLAUSE

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Non-Compete Clause

A non-compete clause, or covenant not to compete (CNC), is a term used in contract law under which one party (usually an employee) agrees to not pursue a similar profession in competition against another party (usually the employer). As contract provisions, a CNC is bound by traditional contract requirements, including the consideration doctrine. The use of such clauses is premised on the possibility that upon her termination or resignation, an employee or volunteer might begin working for a competitive organization, or create a similar business or non-profit organization, and gain competitive advantage by abusing intimate knowledge of the employer's operations to release sensitive information such as curriculum, participant lists, organization practices, and marketing plans.

Most jurisdictions in which such contracts have been examined by the courts have deemed them to be legally binding, so long as the clause contains reasonable limitations as to the geographical area and time period in which an employee or volunteer of an organization may not compete. Courts have held that, as a matter of public policy, an individual can not be barred from carrying out a trade in which he has been trained except to the extent that is necessary to protect the employer.

Girls on the Run International requires that all council employees and volunteers must sign a non-compete clause prior to joining the organization.



Girls on the Run of Santa Fe

Non-Compete Clause Form

I, _____ (please print), as a volunteer or staff member of Girls on the Run of Santa Fe agree to the following:

1. I will not deliver the Girls on the Run International program or any similar program unless I am working as an employee or volunteer of a Girls on the Run Council.
2. I may not create or help develop a program that has similar goals and structure to that of Girls on the Run International within a two-year period of my involvement with Girls on the Run of Santa Fe.
3. I understand that all printed materials given to me are under copyright and may not be reproduced in any way unless written permission is received.
4. I will abide by the logo usage guidelines and obtain approval from the Girls on the Run International staff if I am unsure of its use.

Girls on the Run Volunteer Signature _____

Date _____

Girls on the Run Representative _____

Date _____