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# RCS IERT Advanced Propellant Formulation and Processing Course

## PARTICIPATION CONTRACT

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Eve. Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

THIS CONTRACT is made between **RCS Rocket Motor Components, Inc.**, (hereafter “THE COMPANY”) and the above identified person (hereafter “STUDENT”).

### RECITALS:

THE COMPANY is providing an educational opportunity to the STUDENT identified above through training seminars. During the presentation of the course material and testing the STUDENT will be exposed to private information from THE COMPANY. Because the parties are mutually benefited by the seminars and the sharing of the information, it is necessary for the parties to formalize the duties and responsibilities of the parties as further outlined in this Participation Contract.

### TERMS:

1. **Covenant Not to Disclose.** The STUDENT covenants not to disclose to any other party the information received from this seminar in any form. Printed materials are not to be copied, nor are they to be shared with non-participants. Stated another way, the STUDENT will ensure that the information is kept confidential and secret whether a copyright notice or symbol appears on the document or not. Further, any documents or notes created by the student while at the seminar or when using information from the seminar will likewise be protected from unauthorized disclosure. Any variance from this covenant must be obtained in advance from THE COMPANY in writing.

The STUDENT further covenants not to disclose to any other person or business entity, sources or suppliers, identified during the seminar.

2. **Covenant Not to Compete.** The STUDENT covenants that he/she will not enter into any business relationship or otherwise disclose or participate in a competition against **THE COMPANY** and its divisions or subsidiaries for a period of 7 (seven) years following the seminar in which the STUDENT enrolls whether or not the seminar is completed by the

STUDENT or the COMPANY. The STUDENT agrees not to attempt in any way to circumvent the provisions of this Participation Contract, and assumes full liability for any and all damages resulting from and intentional or negligent breach of the covenants and other terms of this Participation Agreement.

3. **Attorney Fees.** In the event of breach of the terms and covenants of this contract, the STUDENT shall be required to pay all of THE COMPANY'S attorney fees and related costs incident to litigation or other resolution (i.e., mediation or arbitration) of the breach expended by THE COMPANY whether the case is finally litigated or not.

4. **Liability Waiver.** The STUDENT hereby acknowledges that the activities contemplated by the instruction while at the seminar and after the seminar in using the techniques and information from the seminar could constitute an inherently dangerous activity. Having this fully in mind, the STUDENT hereby waives any claim(s) against THE COMPANY or any of the instructors used by THE COMPANY in the seminar. The STUDENT agrees to hold THE COMPANY harmless in the event the STUDENT is sued or prosecuted for information obtain from THE COMPANY or any of its representatives.

Further, the STUDENT waives any personal claims against THE COMPANY for any activity conducted by THE COMPANY incident to the seminar activity. These waivers of liability are binding upon the heirs and assigns of the STUDENT.

5. **Identification of the STUDENT:** The STUDENT agreed to provide to THE COMPANY simultaneously with the execution of this contract, one of the following: a passport, birth certificate, photo ID and/or a valid driver's license to satisfy THE COMPANY that the STUDENT is over 18 years of age and is a "U.S. Person" as defined by the International Traffic in Arms Regulations (ITAR).

6. **Certification of Readiness.** The STUDENT hereby certifies that he/she has read the text entitled "Experimental Composite Propellant" by Terry W. McCreary, Ph.D., prior to making this contract and that the STUDENT agrees to submit to a written or verbal test or other examination of the knowledge of that material before entering into this Contract, or that in the discretion of THE COMPANY such test or examination may be a part of continuing or completing the seminar.

7. **Termination of Participation.** THE COMPANY reserves the right to eject the STUDENT from the seminar for just cause. Just cause includes misrepresentation by the STUDENT, misconduct by the STUDENT that threatens the life or property of another or in any way jeopardizes THE COMPANY or its licensing in any way. Jeopardy to THE COMPANY includes any breach of this agreement. The terms of this paragraph are not limited to the foregoing discussion, but includes all indications of just cause.

9. **Non-affiliation Certification.** The STUDENT hereby certifies that he/she is not affiliated with any rocket-related commercial enterprise unless exempted in writing by THE COMPANY.



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10. **Miscellaneous.** THE COMPANY may terminate the seminar at any time without recourse by the STUDENT and the STUDENT will have forfeited any funds paid for the seminar. In its sole discretion, THE COMPANY may choose to refund a portion or all of the funds paid by the STUDENT. In the event the seminar is terminated by THE COMPANY or the STUDENT is ejected from the seminar, the terms and conditions of this Participation Contract shall be binding upon THE COMPANY, the STUDENT and the heirs and/or assigns of the STUDENT.

11. **Integration Clause.** The STUDENT and THE COMPANY acknowledge that the terms of this Contract constitute the entire agreement of the parties and that there are no other terms which have been agreed to unless they are in a writing signed by BOTH parties to this Participation Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
The "STUDENT"

RCS Rocket Motor Components, Inc.  
"THE COMPANY" by:

\_\_\_\_\_  
its: President

Rev. 12/5/08