



## LeanEx<sup>SM</sup> NPD – The Lean Product Development Exchange

### Guest Agreement & Code of Professional Conduct

I am requesting temporary participation in LeanEx<sup>SM</sup> NPD meetings as a guest. I personally and professionally agree and will conduct myself in the professional manner described below in the guest agreement and code of professional conduct.

Signature \_\_\_\_\_

Guest name (printed): \_\_\_\_\_

Organization: \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

### Organization Profile:

Please answer the following questions to help us determine fit and understand your needs better.

- ☐ I've already answered profile questions when registering for an event. (If so, skip the remaining questions.)

What is your role within your organization?

- |  |  |
|--|--|
| <input type="checkbox"/> Vice President of Product Development | <input type="checkbox"/> Director of Product Development |
| <input type="checkbox"/> Vice President of R&D                 | <input type="checkbox"/> Director of R&D                 |
| <input type="checkbox"/> Vice President of Engineering         | <input type="checkbox"/> Director of Engineering         |
| <input type="checkbox"/> President                             | <input type="checkbox"/> Division Vice President         |
| <input type="checkbox"/> Division General Manager              | <input type="checkbox"/> Other                           |
|  | (Specify: _____)   |

What is the nature of your business? (Please describe business and products.)

What is your company's approximate annual revenue?

☐ \$10–50 million ☐ \$51–100 million ☐ \$101–500 million ☐ > \$500 million ☐ < \$10 million

What is the size (# of persons) of your Product Development organization?

☐ 1-10 ☐ 11-40 ☐ 41-100 ☐ >100

Describe what aspects of product development you want to improve (learning needs / Pain points, general concerns, etc.)

We want to establish groups of compatible organizations that foster open discussions. All members as well as guest attendees must agree to confidentiality and a code of professional conduct to protect proprietary information that may come up as part of the exchange. With that in mind, please help us understand your views on competitors and suppliers/vendors.

Companies that would be considered our organization's competitors are:

\_\_\_\_\_





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\_\_\_\_\_ (Select Yes/No/Depends from drop down) We are comfortable with suppliers or vendors participating in the LeanEx<sup>SM</sup> group with our organization. If “No” or “Depends”, please list any specific suppliers/Vendors with whom you would **not** be comfortable in your LeanEx<sup>SM</sup> group:

### Mission and Business Purpose

LeanEx<sup>SM</sup> is a regularly scheduled, facilitated roundtable of product development professionals that benchmarks each others’ product development processes and fosters continuous improvement by learning and applying lean principles to product development operations. The mission of the LeanEx<sup>SM</sup> NPD is to help product development managers learn from each other about improving new product development processes, management principles, and practices. The intent of this agreement is to encourage participation by providing a safe, private, professional atmosphere and appropriate handling of information for members, facilitators, hosts, and guests.

### Participation

In order to participate as a guest, I understand that I must conform to the same requirements of confidentiality and professional Conduct held by LeanEx<sup>SM</sup> members. We fulfill our professional obligations toward the LeanEx<sup>SM</sup> mission when we build professional trust, openness in personal dialogue and willingness to help other participants. I understand that my part in this mission is to engage my fellow participants actively with professional discussion, collaboration and dialogue. Accordingly, I affirm these principles of ethical and professional conduct and agree to uphold them:

- As an interactive group we discuss problems, issues, processes, tools, and practices.
- We share our know-how, offer constructive perspectives, and advocate action.
- We consistently participate, encourage interaction, build community and trust between participants, and provide the values of membership.
- We maintain the highest standards of personal and professional management when using all information and when applying them to my organization’s operations.

### Confidentiality

I understand that everything exchanged by members, hosts, facilitators and guests is considered confidential information, including data, discussions, presentations, processes, methods and learnings exchanged (“Confidential Information”) unless otherwise indicated. I agree to hold all Confidential Information in trust and confidence and avoid its disclosure or release to any other person or entity. I will exercise the same degree of care as I use to avoid the unauthorized use, disclosure, or dissemination of our own confidential information of a similar nature, but not less than reasonable care. I understand and agree that the

obligations under this agreement extend to every member of my organization. I will inform each person in my organization with access to such Confidential Information of his/her obligations of confidentiality under this Agreement and ensure his/her compliance with the provisions of this Agreement.

The obligations of this section do not apply to information that:

- (a) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to LeanEx<sup>SM</sup> or
- (b) is independently developed by Member without use of other Members’ Confidential Information hereunder, or
- (c) is required to be publicly disclosed under applicable law or judicial order.

As a guest, I am not entitled to share such information with others in my organization other than to facilitate a membership decision and the terms herein shall apply to all others within my organization involved in such discussions and decisions.

### Conflicts of Interest

I understand that the profile I provide may be shared with each member of LeanEx<sup>SM</sup>, which will include identifying information about me, my organization and line of business. As a guest, I understand that I may be refused participation in a specific group or event due to a potential conflict of interest with a member.

It is agreed that the unauthorized disclosure or use of any Confidential Information will cause immediate or irreparable injury to the party providing the Confidential Information, and that such party cannot be adequately compensated for such injury in monetary damages. Each party therefore acknowledges and agrees that, in such event, the other party shall be entitled to any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use, without the necessity of proving damages.

### Miscellaneous

This agreement expires after participation in up to two events, except that the duty to protect Confidential Information shall survive any termination or expiration of this agreement.

Neither party to this Agreement acquires any intellectual property rights or other rights by way of this Agreement. No representations or warranties are given with respect to the Confidential Information disclosed hereunder.

