

## **Confidentiality Agreement Restricted Use of Proprietary Information**

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**Issued: June 2005**  
**Updated: 5/10/2016**

I hereby acknowledge that, due to my employment with that project/center/institute known as “\_\_\_\_\_,” which is administered within Humboldt State University Sponsored Programs Foundation, the employer, I may have access to or may of necessity be provided with, Confidential and/or Proprietary Information.

1. I understand that Confidential Information is not to be either copied by me or repeated to others by me, nor is it for my personal use.
2. I understand that Proprietary Information, including trade secrets, is owned by others and is not to be copied by me or repeated to others by me, nor is it for my personal use.
3. I understand that Proprietary Information and/or Confidential Information will typically be so marked whenever possible.
4. I understand that if any Proprietary Information or Confidential Information is orally disclosed to me it shall be deemed to be disclosed in confidence, just as if it had been transmitted to me under the mark of “Confidential.”
5. I agree to keep all Proprietary Information and all Confidential Information in strict confidence during the course of my employment and for five (5) years after my employment ends for any reason.
6. In my employment with the project named above, should I have any of my own Proprietary or Confidential Information which needs to be transmitted to the project, I agree to inform the project director in writing of that need prior to such transmittal.
7. I acknowledge that my employment with the above listed organization is considered work for hire. Because of this should I develop, solely or jointly, inventions or material subject to patent or copyright, whether or not sought or acquired by Humboldt State University Sponsored Programs Foundation, while using project time or resources, such invention or inventions and such material shall belong to the employer and shall be subject to the employer’s Intellectual Property Policy and to this agreement as well
8. Additionally, I acknowledge that I am receiving extraordinary support in the form of mentoring and laboratory and computing equipment.
9. I have read and I understand the employer’s Intellectual Property Policy, and I have been provided a copy of same.

\_\_\_\_\_  
EMPLOYEE Signature

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PROJECT DIRECTOR Signature

\_\_\_\_\_  
DATED