

CONFIDENTIALITY AGREEMENT

1. During the period of an Industrial Member’s participation in the Center for Lasers and Plasmas in Advanced Manufacturing (the “Center”) under the terms of this Agreement, The University of Michigan, Southern Methodist University, or the University of Virginia (“Center Sites”) may provide the Member certain Proprietary Information and Invention Disclosures (“Data”) related to the research activities of the Center. As used herein, Proprietary Information means unpublished results of research presented by the Center to the Member. Proprietary Information may be oral or written. If written, it will be clearly marked “Confidential.” If disclosed orally, the material considered Proprietary Information will be designated in writing to the Industrial Member within thirty (30) days of its original disclosure. As used herein, Invention Disclosure means written descriptions of inventions or discoveries provided by the Center to the Member.

2. The Member will maintain Data in confidence for five years from the date such Data is received by the Member, even if the Member is no longer a member of the Center.

3. With regard to Data, the Member agrees:

- a. to receive Data in the form of Proprietary Information in order to provide advice and direction as to Center research programs;
- b. to receive Data in the form of Invention Disclosures for the sole purpose of evaluating the Member’s interest in obtaining a commercial license from the relevant Center Site;
- c. to safeguard Data against disclosure to others with the same degree of care as it exercises with its own data of similar nature; and
- d. not to disclose Data to others (except to its employees, agents, or consultants who are bound to the Members by like obligation of confidentiality) without express written permission of the relevant Center Site except that the Member shall not be prevented from disclosing any of the Data which:
 - i. The Member can demonstrate by written record that the Data was in its possession prior to receipt from the Center Site;
 - ii. is now, or becomes in the future, public knowledge other than through acts or omissions by the Member;
 - iii. is lawfully obtained by the Member from sources independent of the Center Sites;
 - iv. is independently developed by agents or employees of the Member without use of any disclosed Data as shown by written record; or
 - v. is required to be disclosed by operation of law such as the Michigan or U.S. Freedom of Information Acts, provided that the relevant Center Site has received advanced written notice of the proposed disclosure by the Member.

It is further agreed that the furnishing of Data to the Member will not constitute any grant or license to Member under any legal rights now or hereinafter held by the Center Site.

Member

The Regents of the University of Michigan

Signature

Signature

Printed Name

Printed Name

Date

Date