

ADDENDUM

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into by and between \_\_\_\_\_ (“Student”) and \_\_\_\_\_ (“Company”). In consideration of the mutual promises and benefits hereunder, and other good and valuable consideration, the parties mutually agreed to all of the following:

1. During the term of the Program, it may be necessary for Company to disclose proprietary information to the Student. Such data must be in writing and clearly identified as proprietary information or marked with a notice stating restrictions as to use. With respect to such information, the following provision shall apply: Student agrees not to disclose Company’s proprietary information to unauthorized parties. However, Student shall not be liable for the inadvertent or accidental disclosure of such information if a disclosure occurs despite the exercise of the same precautions as the Company normally takes to safeguard its own proprietary information. Student shall not use Company’s proprietary information for any purpose other than as is required for the progression of these discussions.
2. Proprietary Information is defined as information which the disclosing party at the time a disclosure identified in writing as Proprietary Information by means of a proprietary legend, marking, stamp, other positive written notice to identify the information to be proprietary.
3. The obligation to protect information, and the liability for unauthorized disclosure for use of proprietary information, shall not apply with respect to such information which is now available or becomes available to the public without breach of this Agreement; information lawfully received without restrictions from other sources, including the U.S. government; information known to the receiving party prior to disclosure; information published or disclosed by the disclosing party to others, including the U.S. government, without restriction; information developed by the receiving party independent of and without use of the information disclosed by the disclosing party; or information for which further use or disclosure by the recipient is authorized in writing by the disclosing party.

IN WITNESS THEREOF, each of the parties hereto has executed this Addendum as of the effective date set forth below.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Student Printed Name

\_\_\_\_\_  
Company Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date