



# Confidentiality Agreement

This AGREEMENT made and entered into by and between \_\_\_\_\_ (hereinafter referred to as INNOVATOR), and HARSHAW RESEARCH, INCORPORATED, a company considered for the purpose of this agreement an expert in the field of Market Development (hereinafter referred to as EVALUATOR);

WHEREAS INNOVATOR is in possession of certain confidential and proprietary information and/or intellectual properties relating to project applications for \_\_\_\_\_ (hereinafter referred to as "confidential and proprietary information of INNOVATOR"); and

WHEREAS EVALUATOR is desirous of receiving such confidential and proprietary information of INNOVATOR for the purpose of evaluating same.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties, the parties hereto have agreed and do hereby agree as follows:

### I

EVALUATOR will not, without the prior written consent of INNOVATOR, use or disclose to any other person, firm or corporation any information disclosed to EVALUATOR under the terms of this agreement. EVALUATOR shall be under no obligation to maintain confidential any information which:

- (a) EVALUATOR can show was in its possession at the time of disclosure thereof by INNOVATOR to EVALUATOR and was not acquired, directly or indirectly, from INNOVATOR or others with whom INNOVATOR has a contractual agreement; or
- (b) was acquired by EVALUATOR from another who had no confidential commitment to INNOVATOR with respect to same or did not acquire such information, directly or indirectly, from INNOVATOR; or
- (c) becomes, through no fault of EVALUATOR, a part of the public domain by publication or otherwise.

### II

All plans, drawings, photographs, prints, computer programs, samples, data, equipment, formulae, parts, models, or other documents or materials furnished by INNOVATOR to EVALUATOR shall remain the property of INNOVATOR and same shall be deemed in the custody of and as bailment to EVALUATOR only for the limited purposes specified herein and shall be returned to INNOVATOR, along with any copies or reproductions thereof, upon demand by INNOVATOR.

EVALUATOR will not, without the prior written consent of INNOVATOR, use, simulate, disclose, reproduce or copy, or permit the use, simulation, disclosure, reproduction or copying of any of such documents or materials.

### III

Nothing contained in the Agreement or any disclosure hereunder shall be construed as granting to EVALUATOR any license or other right in or to the information so disclosed or to any patent or patent application relating thereto.

### IV

This agreement shall be interpreted, construed, and enforceable in accordance with the laws of the state of Kansas regardless of the place of execution hereof or the place of performance of any portion hereof.

IN WITNESS WHEREOF the parties hereto executed this agreement in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

INNOVATOR :

By: \_\_\_\_\_

Title: \_\_\_\_\_

EVALUATOR : Harshaw Research, Incorporated

By:  \_\_\_\_\_

Title: President \_\_\_\_\_