



Thrive. Grow. **IGNITEWV.**

## **CONFIDENTIALITY AGREEMENT**

This Agreement is to be effective as of the 18<sup>th</sup> day of January, 2024, and is between the undersigned, an individual, (the "Individual") and West Virginia University Research Corporation, a nonprofit West Virginia corporation having its principal place of business at Chestnut Ridge Research Building, 886 Chestnut Ridge Road, PO Box 6224, Morgantown, WV 26506-6224, acting for and on behalf of the West Virginia University Encova Center for Innovation and Entrepreneurship.

### **DEFINITION OF CONFIDENTIAL INFORMATION:**

"Confidential Information" shall mean all technical and non-technical information actually disclosed during participation in the 2023-2024 IgniteWV Competition to the Individual, directly or indirectly, by any manner and in any form whether tangible or intangible, whether marked or unmarked, including, but not limited to, information concerning research, development, experimentation, design details and specifications, engineering information, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising information, and marketing plans of IgniteWV Competition participants.

### **NONDISCLOSURE AND NONUSE OBLIGATION:**

The Individual will not disclose the Confidential Information that the Individual views or handles, in whole or in part, to any person, business, or other entity without the express written consent of the party disclosing said Confidential Information. If the Individual is representing a legal entity, it shall disclose Confidential Information only to its officers, employees, agents, or consultants who need to know such information associated with the Individual's participation as a IgniteWV Competition judge and only after the officers, employees, agents, or consultants have agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions no less restrictive than those of this Agreement.

### **OWNERSHIP OF CONFIDENTIAL INFORMATION AND OTHER MATERIALS:**

All Confidential Information will remain the property of the party disclosing said Confidential Information and no license or other rights to Confidential Information is granted or implied.

### **TERMINATION DATE:**

This Agreement and all duties of Confidentiality shall terminate five (5) years after the date of signature below, extending indefinitely for any trade secrets disclosed during the Competition.

### **JURISDICTION:**

This Agreement shall be governed by and construed under the laws of the State of West Virginia and the Individual consents to personal jurisdiction within the state of West Virginia for any legal action necessary to enforce any provision of this Agreement.

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Signature

Printed Name

Date