

Confidentiality Agreement

Concerning Confidentiality of Third Party Proprietary Information

1. _____, Inc. (COMPANY) will provide the Collaborative for High Performance Schools (CHPS) with access to certain information, which may include data, laboratory reports, research reports, information relating to manufacturing processes, information relating to the composition of certain materials, and other information (collectively, the intellectual property or "IP"). The Information is regarded by COMPANY as confidential and proprietary, and it may constitute trade secrets.
2. CHPS recognizes the proprietary rights of COMPANY in and to the Information and the confidential nature of the Information and agrees to take every reasonable precaution to safeguard and treat the Information as confidential and to take appropriate action by instruction, agreement or notice to its agents and employees of the confidential and proprietary nature of the Information.
3. CHPS agrees that it will not make use of, either directly or indirectly, any of the Information which it receives or has received from COMPANY, other than for the purpose of evaluating COMPANY materials and/or processes to determine whether those materials or processes conform to the best management practices established by CHPS, other than with the specific prior written authorization of an officer of COMPANY.
4. CHPS further agrees that it will not disclose, publish or reveal any of the Information received from COMPANY to any other party whatsoever, except with the specific prior written authorization of an officer of COMPANY.
5. Any CHPS or third party inquiries concerning COMPANY Information, or requests for disclosure of same, will be directed to the CHPS Executive Director for response.

Signature

Date

Charles Eley, FAIA, PE
Executive Director
Collaborative for High Performance Schools, Inc.
142 Minna Street
San Francisco, California 94105