

IoT4Ag Confidentiality Agreement

This Confidentiality Agreement (“Agreement”), effective as of (“Effective Date”) _____,
between _____ (“Recipient”) and the Internet of Things for Precision Agriculture (“IoT4Ag”).

Recipient is a non-member of the IoT4Ag and desires to advise IoT4Ag members on subjects related to IoT4Ag’s research operations (“Purpose”). In engaging in discussion with IoT4Ag, Recipient may be exposed to proprietary information including, but not limited to, general and/or specific industry practices, perspectives, challenges, personal opinions, subject data, and data supplied by existing members of the IoT4Ag (“IoT4Ag Information”).

Therefore, in reliance on the commitments and obligations set forth herein, Recipient agrees as follows:

1. This Agreement governs proprietary information disclosed by any members of the IoT4Ag to the Recipient from the Effective Date until such time as this Agreement is terminated by a party upon thirty (30) days’ prior written notice to the other party.
2. The relationship between the parties is that of independent contractors, and no party is the agent, employee, partner or joint venture of any other party. Nothing in this Agreement will be construed to convey to either party any right, title or interest in any Information provided by the other party or any right, title or interest in any intellectual property of the parties, including but not limited to, processes, copyrights or patents. No license to the Recipient under any trademark, patent or copyright is either granted or implied by the conveying of Information to the receiving party.
3. The Recipient will not use any IoT4Ag Information for any purpose, other than the Purpose, and will require that its employees who have access to such information maintain the same in strict confidence subject to the same restrictions. By way of example, but not limitation, the Recipient will not use IoT4Ag Information in connection with any patent application, for any commercial purpose, or for the benefit of any third party. The Recipient will not use or disclose IoT4Ag Information to any third party.
4. The Recipient’s obligations regarding IoT4Ag Information received pursuant to this Agreement survive for five (5) years from receipt of said information, even if the Agreement is terminated within those five years.
5. The Recipient’s obligations under paragraph 3 will not apply if the Recipient can show, with convincing written evidence, that the IoT4Ag Information received hereunder:
 - i. was already known to the Recipient prior to the time of first disclosure; or
 - ii. at the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the Recipient; or
 - iii. is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - iv. is independently developed by the Recipient by individuals without access to such IoT4Ag Information; or
 - v. Is required to be disclosed by the Recipient pursuant to a legally enforceable order, law, subpoena, or other regulation (“Order”), provided, however, that the Recipient promptly notifies IoT4Ag in advance of such disclosure and discloses only that Information necessary to comply with said Order.
6. ALL INFORMATION IS PROVIDED “AS IS” AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED.
7. This Agreement will not be construed to create any obligation on the part of either party hereto to retain the other party’s services or to compensate the other party in any manner, except as may be set forth by a separate written agreement duly executed by authorized representatives of the parties hereto.
8. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and signed by duly authorized representatives of each party. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile transmitted and imaged copy signatures will be fully binding and effective for all purposes. Recipient agrees to comply with all laws controlling the export of technical data and all other export-controlled commodities. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles of any jurisdiction. Any waiver must be express and in writing.

Recipient Printed Name: _____ Title: _____

Signature: _____

Institution: _____ Date: _____