



CONFIDENTIALITY AGREEMENT

- The Parties.** This is an agreement between MOIAT and _____ concerning the confidentiality of information relating to the Company. References in this agreement to "the Company" mean MOIAT together with all and any successors in title and assignees of any of the above.
- Proposed Association of The Parties.** The Company wishes to employ or to contract with, or to enter into discussions in anticipation of employing or contracting with, _____. The compensation for his/her employment or contract will be not only for his/her services but also for the confidential manner in which his/her services will be performed.
- Recognition of A Compelling Need for Confidentiality.** _____ realizes that the Company has a compelling need to maintain confidentiality, and further recognizes that his/her employment or contract with the Company, or his/her discussions with the Company for such employment or contract, will place him in a position of special trust and confidence with access to confidential information concerning the Company and its operations.
- Consideration.** For the reasons explained above, _____, as a precondition to his/her employment or contract with the Company, and in partial consideration, agrees and covenants with the Company as follows.
- Agreement to Maintain Confidentiality.** _____ agrees that neither he/she nor anyone operating on his/her behalf will disclose or use, in any manner, any confidential or proprietary information or material concerning the Company or its operations, unless:
 - Required to do so in order to conduct the business of the Company in its ordinary course, and the disclosure or use is only within the Company, or
 - Expressly authorized to do so by the Company in writing, or
 - Expressly ordered to do so by a court of law.
- Agreement to Return Confidential Materials.** _____ further agrees, upon the ending of his/her employment or contract with the Company, to deliver promptly to the Company all documentary and other materials relating to the Company, and all copies and electronic or photographic records thereof, within his/her custody or control or within the custody or control of anyone operating on his/her behalf that he/she or anyone operating on his/her behalf produced or obtained in the course of his/her employment or contract, or in the course of discussions with the Company in anticipation of his/her employment or contract.
- Agreement to Notify About A Request.** _____ further agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain confidential or proprietary information or material relating to the Company within his/her custody or control, or within the custody or control of anyone operating on his/her behalf, he/she will notify the Company immediately and will cooperate fully in any legal action by the Company seeking protection against disclosure.
- Agreement to Assign Interest.** _____ further agrees to assign to the Company, and does hereby assign to the Company, all right, title, and interest in any royalty or remuneration, or anything else of value, that he/she or anyone operating on his/her behalf may acquire as a result of any disclosure or use of information or material in breach of this Agreement. This assignment does not limit any other remedy to which the Company may be entitled.
- Explanation of Terms.** As used in this agreement:
 - The term "confidential or proprietary information or material" means all information or material that is not in the public domain and that is disclosed or otherwise made available by the Company to _____; or that comes to the attention of _____ in the course of his/her employment or contract with the Company, or in the course of his/her discussions with the Company for such employment or contract; or in the course of such discussions; and specifically includes, but is not limited to, information or material concerning:
 - The nature of discussions or other communications between he/she and the Company with regard to an employment or contract arrangement; and



2. The Company's organization; finances, financial structure, and financial condition; assets and liabilities; directors, officers, and employees; and advisors, consultants, subcontractors; and
 3. The Company's operations, interests, and plans including, among other matters, information material concerning conformity assessment/product certification applications including its status, evaluation/assessment reports, certificates, surveillance activities, fines and penalties, quality systems (manuals, procedures, policies, guidelines, work instructions and forms), research and test results; and customers and clients); and
 4. The Company's ability to provide protection, or its efforts to provide protection, against unlawful activities directed against the Company's assets or against its directors, officers, or employees.
2. The term "anyone operating on his/her behalf" means any person or entity subject to his/her supervision (including any employee, subcontractor or representative of _____) who is not an employee of the Company and to whom _____ provides access to confidential or proprietary information relating to the Company.
10. **Effect of Breach.** _____ realizes that a breach of this Agreement would cause substantial harm to the operations, business and goodwill of the Company.
11. **Remedies.** _____ acknowledges that he/she has been informed that if he/she breaches this Agreement, the Company, in addition to terminating _____'s employment or contract and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from _____ an amount equal to the damages caused by the breach and the revenues he/she or anyone operating on his/her behalf derived from the breach, together with all costs and expenses, including the attorney's fees, incurred by the Company in taking such actions. If the Company formally initiates the legal action but is unsuccessful in obtaining legal relief for an alleged breach of this Agreement by _____, then _____ shall be entitled to recover costs and expenses incurred in the defense of such action, including his/her reasonable attorney's fees.
12. **Effect of Waiver.** The Parties agree that the waiver by either Party of a breach of this Agreement does not constitute a waiver of any prior or subsequent breach.
13. **Entire Agreement.** This agreement relating to confidentiality contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, understandings, whether oral or in writing, between the Company and _____ with respect hereto.

I have read this document, and I understand and agree to abide by its provisions.

MOIAT STAFF / MOIAT SUBCONTRACTOR

Date (Day/Month/Year)

_____ has informed me that he/she has read this document and he/she understands its importance to the Company.

MOIAT STAFF

Date (Day/Month/Year)