



**ALLAN P. KIRBY CENTER  
FOR FREE ENTERPRISE  
AND ENTREPRENEURSHIP**

**WILKES UNIVERSITY**

**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ (“Staff”) a Staff Member in Wilkes University’s Allan P. Kirby Center for Free Enterprise and Entrepreneurship (APKCFEE) program, understand that in the course of my involvement with APKCFEE clients (“Client”), I may be exposed to or receive business or technical information of a confidential or proprietary nature (“Information”).

As used herein, the term Information shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Information may include, by way of example but without limitation, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, studies, findings, inventions, financial papers and statements, customer lists, research and development activities, technology, vendors, computer hardware and software, products, trade secrets and information regarding operating procedures, pricing methods, marketing strategies, customer relations, future plans and other information deemed proprietary or confidential by the client.

The sole use of the information by the Staff Member is in assisting the APKCFEE in evaluating the client business venture, monitoring progress or related functions as requested by the APKCFEE. In the course this relationship, the Staff Member will exercise all reasonable means to safeguard and keep confidential the information and will not disclose the information to any unaffiliated person or entity without the express written consent of the APKCFEE and the client.

The Mentor assumes no liability for the Information to the extent that:

- a. The information was known to the Staff Member prior to his/her becoming aware of or receiving such from the client or the APKCFEE;
- b. The information was rightfully received by the undersigned from a third party;
- c. The information is publicly known;
- d. The information corresponds to that furnished by the client to any third party on a non-confidential basis.

This Agreement becomes effective upon the date of signing. The obligations contained in this Agreement shall survive and continue in full force and effect with respect to any particular item of information for a period of five (5) years from the date of disclosure of such information to the Staff Member.

STAFF MEMBER

WILKES UNIVERSITY’S APKCFEE

\_\_\_\_\_

\_\_\_\_\_

Name Printed: \_\_\_\_\_

Rodney Ridley, Jr. Ph.D.

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

Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_