

Proprietary Information Agreement for Research Scientists

This Proprietary Information Agreement ("Agreement") is entered into by and between **[Research Scientist Name]** ("Recipient") and **[Institution or Company Name]** ("Discloser"), effective as of **[Effective Date]**.

1. Definition of Proprietary Information

For purposes of this Agreement, "Proprietary Information" shall mean any and all information, data, know-how, materials, inventions, results, or intellectual property disclosed, whether in written, oral, electronic, or any other form, that is identified as confidential or proprietary at the time of disclosure.

2. Obligations of Recipient

1. Recipient shall not disclose any Proprietary Information to any third party without the prior written consent of Discloser.
2. Recipient shall use the Proprietary Information solely for the purpose of conducting research as authorized by Discloser.
3. Recipient shall safeguard the Proprietary Information using the same degree of care as Recipient employs to preserve their own confidential information, but in no case less than reasonable care.

3. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available through no fault of Recipient;
- Is in Recipient's possession without obligation of confidentiality prior to receipt from Discloser;
- Is lawfully disclosed to Recipient by a third party without restriction;
- Is independently developed by Recipient without use of Discloser's Proprietary Information.

4. Term

The obligations of confidentiality set forth herein shall survive for a period of **[Duration, e.g., five (5) years]** following the date of disclosure.

5. Return of Materials

Upon request, Recipient shall promptly return or destroy all tangible materials containing Proprietary Information.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction]**.

Recipient Signature

Date

Discloser Signature

Date