



WOOD-BASED COMPOSITES CENTER I/UCRC Confidentiality Agreement

This **CONFIDENTIALITY AGREEMENT** is made and entered into as of [Click or Tap here to enter text](#), 2023 by and between [Click or tap here to enter text](#), hereby referred to as **GUEST**, and the **Wood-Based Composites CENTER (WBC)**, referred to as **CENTER**. It is understood and agreed to that **GUEST**, in its association with and/or evaluation of the **CENTER** for the purpose of [Click or tap here to enter text](#), may have access to certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under the **CENTER Membership Agreement** and *Bylaws*, it is agreed that:

1. **Confidential Information.** Confidential information includes any **CENTER** information, technical data or know-how including, but not limited to that which is related to research, ideas, inventions, software developments, product or process developments, drawings and/or illustrations, activities, services, or finances of **CENTER**, regardless of whether such information is designated as “Confidential Information” at the time of the disclosure.
2. **Confidentiality Period.** This agreement governs only that Confidential Information disclosed to **GUEST** during the meeting or event described above. Confidentiality obligations commence on the Effective Date of this Agreement and continue for a period of three years.
3. **Obligations of Confidentiality.** **GUEST** shall have the following obligations with respect to any Confidential Information disclosed by **CENTER**:
 - A. **GUEST** shall not disclose the Confidential Information of **CENTER** to third parties without the prior written consent of **CENTER**,
 - B. **GUEST** shall disclose the Confidential Information of **CENTER** solely to those of its employees and/or Affiliates who have a need to know the Confidential Information, who are then also bound by the obligations set forth in this Agreement,
 - C. **GUEST** shall not file any patent applications containing any claim to any subject matter derived from the Confidential Information disclosed by **CENTER**,
 - D. **GUEST** will not copy any meeting materials provided, and at the conclusion of the meeting, will return all materials to **CENTER**. No meeting materials, in any form, shall be retained by **GUEST**,
 - E. Outside of the above obligations, Confidential Information may be shared by **GUEST** with a competent governmental or other regulatory authority as required by law, but not before notifying the **CENTER** of the required disclosure.
 - F. The obligations of confidentiality set forth herein shall not apply to Confidential Information that (a) was already known by **GUEST**, (b) is known or becomes known to the public generally without action or default of **GUEST**, or (c) is acquired by **GUEST** in good faith from a third party and not in violation of any confidentiality obligation of such third party.
4. **Affiliates.** Affiliate shall mean any other Person who or that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with **GUEST**. Control (including the

correlative terms " Controlled by" and "under common Control with") shall mean the possession, directly or indirectly, of the power or right to direct or cause the direction of the management or policies of **GUEST** or its Affiliate(s), whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that ownership of fifty (50) percent of the voting securities of another person shall in all circumstances constitute control of such other person. For the avoidance of doubt, Affiliate shall not include third parties that do not belong to the Huntsman group of companies, e.g., sub-contractors.

- 5. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America ("USA"). In case of dispute, the courts of the USA shall be exclusively competent.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information (GUEST): Click or tap here to enter Name of Company

Name (Print or Type): Click or tap here to enter Name of Attendee

Signature: _____

Date: Click or tap to enter a date.

Discloser of Confidential Information: WOOD-BASED COMPOSITES CENTER

Name (Print of Type): **Patricia Vega**

Signature: _____