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**Wheat Marketing Center, Inc.  
WMC Laboratory Services, Inc.  
Contractor Confidentiality Agreement**

**Section One, Importance**

\_\_\_\_\_ (“Contractor”) hereby acknowledges that, as an Contractor of the Wheat Marketing Center, Inc. or WMC Laboratory Services, Inc. (“the Companies”), he or she will have access to Confidential Information (as that term is defined below), that such information is a valuable asset of the Companies, and that its disclosure or unauthorized use will cause the Companies substantial harm as of \_\_\_\_\_ (contractor start date).

**Section Two, Definition**

As used in this Agreement, “Confidential Information” means: (1) any information that relates to the business, customers, suppliers, finances, plans, proposals, or practices of either of the Companies, including, but not limited to, nonpublic financial information, budgets and projections; (2) any other information that either of the Companies designates as confidential; (3) any information that the Contractor knows or should know is treated as “Confidential” by either of the Companies; and (4) any information given to either of the Companies by a customer or supplier, or otherwise designated as being confidential by a customer or supplier. Confidential Information includes information in any form in which such information exists, whether oral, written, film, tape, computer disk, or other form of media. Confidential Information excludes any information that is or becomes part of the public domain. Without in any way limiting the foregoing, Confidential Information specially includes formulations, laboratory test results, and all other laboratory findings.

**Section Three, Covenant of Nondisclosure**

During Contractor’s time with the Companies, and at all times after the departure of Contractor’s duration with the Companies, Contractor agrees not to use Confidential Information in any manner except in connection with the performance of his or her duties while in the Companies, or with the prior written consent of the Managing Director or the Board of Directors of the Companies. Except with such prior written consent, Contractor further agrees, during the term of Contractor’s duration, and at all times after the time with the Companies: (1) to hold Confidential Information in the strictest

confidence; (2) not to disclose Confidential Information to any person or enterprise (except to the Board of Directors and Shareholders of the Companies, and to other employees of the Companies on a “need-to-know” basis to the extent necessary for them to perform the duties of their time with the Companies); and (3) to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure. Confidential Information will all times be and remain the sole and exclusive property of the Companies, will be considered trade secrets of the Companies, and will be entitled to all protections provided by applicable law to trade secrets.

**Section Four, Property of the Companies**

Contractor agrees that all originals and copies of records, data, reports, documents, lists, plans, drawings, correspondence, memoranda, notes, and other materials related to or containing any Confidential Information, in whatever form they exist, whether written, film, tape, computer disk, or other form of media, are the sole and exclusive property of the Companies and will be returned promptly to the Companies upon the departure of Contractor’s duration with the Companies or upon the written request of the Companies.

**Section Five, Term of Agreement**

The obligations set forth in this Agreement will continue beyond the duration of Contractor’s time with the Companies and for so long as Contractor possesses Confidential Information.

**Section Six, Miscellaneous Provisions**

**6.1 Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

**6.2 Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**6.3 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

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*Contractor Signature*

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*Date*