



It is understood and agreed to that the undersigned has the ability to provide information concerning the American Society for Engineering Management (ASEM) and its activities and that some of that information that is and must be kept confidential.

To ensure the protection of such information and to preserve necessary confidentiality it is agreed that:

1. Such Confidential Information includes legal and business information relating to proprietary ideas, strategies, cost and financial information, financial projections, and future path forward plans and models, regardless of whether such information is designated "Confidential Information" prior to disclosure.
2. The undersigned shall limit disclosure of such Confidential Information to the ASEM Board of Directors, ASEM Headquarters staff, and any independent contractors (collectively known as "affiliates") having a need to know.
3. The undersigned will not otherwise disclose such Confidential Information unless required to do so by law.
4. This agreement imposes no obligation upon the undersigned regarding any Confidential Information that:
 - a) Was in the undersigned's possession prior to the his/her initial acceptance of this agreement,
 - b) Is or becomes a matter of public knowledge through no fault of the undersigned,
 - c) Is rightfully received by the undersigned from a third party not owing a duty of confidentiality to the ASEM,
 - d) Is disclosed without confidentiality to a third party by, or with the authorization of the originator of the information, or
 - e) Is independently derived by the undersigned
5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the provision(s) found unenforceable shall be deemed modified to the limited extent required to permit enforcement of the remainder of the Agreement.

Name: _____

Signature: _____ Date: _____