

SCHEDULE "F"

**KEY PERSONNEL CONFIDENTIALITY, PROPRIETARY INFORMATION
AND CONSENT AGREEMENT**

Dated effective _____, 20__

TO: _____
(the "Contractor")

AND TO: _____
(the "Owner")

I, _____ (the "Employee"), in consideration of the Owner consenting to my participation in the performance of certain work (the "Work") by the Contractor for the Owner pursuant to an agreement (the "Agreement") made between the Owner and the Contractor dated as of _____ with respect to _____; and for the further consideration of \$1.00, from each of the Contractor and the Owner, the receipt and the sufficiency of which are hereby acknowledged, do hereby agree, separate and apart from the Contractor, as follows:

1. I have had my role and responsibilities explained to me by the Contractor, or I have reviewed a copy of the Agreement and agree to observe the terms and conditions that relate to subcontractors of the Contractor.
2. I acknowledge that the Owner has an interest in securing the performance of the Work by the Contractor and that the ability of the Contractor to perform the Work primarily depends on my continued employment with the Contractor.
3. I shall perform for the Contractor such duties as may be assigned to me by the Contractor from time to time pertaining to the Work. I agree that all inventions, copyright, copyrightable works, discoveries, improvements, industrial designs and other intellectual and proprietary rights conceived, originated or prepared by me, arising directly or indirectly from the performance of the Work, are and shall be the exclusive property of the Owner.
4. I shall not, without the prior written consent of the Contractor and the Owner, either during or for a 5 year period after my employment by the Contractor, utilize or disclose any information acquired by me in the course of or by reason of my participation in the performance of the Work, nor will I disclose to any person not in the employ of the Contractor any such information, including, without limitation, any information as to technology, policies, operations, processes or formulae used, owned or supervised by the Owner or by any of its affiliates. At the termination of the Agreement or earlier if so requested, I shall forthwith return to the Owner all *Confidential Information* (as that term is defined in the Agreement).

I agree that, if any provision in this undertaking is found to be invalid or otherwise unenforceable at law, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

Witness

Employee

