

Confidentiality Agreement Relating to *In Camera* Inspection of Materials Subject to Publication Restrictions

As a member of or specially invited reviewer for a committee performing an *in camera* inspection of materials which are presently subject to publication restrictions outlined in the New Jersey Institute of Technology Patent Policy (“Restricted Materials”), I (Inspection Member) will review Restricted Materials prepared by inventor(s)/creator(s) _____, (collectively “the Materials Author(s)”), therefore:

1. I agree that I will not divulge nor cause others to divulge any portion or portions of the Restricted Materials to anyone who has not signed this Confidentiality Agreement for *In Camera* Inspection of Materials Subject to Publication Restriction (“the Confidentiality Agreement”), or is not operating under confidentiality covenant as set out in extant NJIT Policy and will use my best efforts to prevent disclosure of any portion of the Restricted Materials to anyone who either has neither signed this Confidentiality Agreement nor is expressly bound by confidentiality covenant under NJIT applicable policy(ies). I understand that the contents of the Restricted Materials can only be divulged after I have received written authorization to divulge the Restricted Materials or any portion thereof.
2. I understand that Restricted Materials may specifically include, but are not limited to: specifications, drawings, blueprints, reports, information, software, sequences, tests, academic papers, data and all other manner of information received from the Office of Technology Development (“OTD”) and/or the Material(s) Author(s).
3. I understand that the Inspection may be performed for the purposes of reviewing the academic progress of a student or students, and as such, I may need to review a thesis, dissertation, research paper, project or other academic work that may consist of or contain Restricted Materials. Accordingly, I agree to keep any thesis, dissertation, research paper, project or other work that arises out of Restricted Materials, strictly confidential, and further agree that I will not use them for any other reason other than the immediate task of assessing the work under review.
4. I understand that the Inspection may also be performed for the purposes of determining qualifications for promotion or tenure or for other purposes affecting the employment status of an NJIT employee. As such, I may need to review an unsubmitted publication or article, project, experiment, data, grant proposal or other work that may arise out of Restricted Materials. Accordingly, I agree to keep any such work product that consists of or contains Restricted Materials strictly confidential, and further agree that I will not use them for any other reason than the review process for which I am engaged.

5. I agree to take reasonable steps to secure the confidentiality of the Restricted Materials, and will not participate or aid the distribution of same to anyone who has not signed the Confidentiality Agreement

AGREED:

_____ Signed, Inspection Member	_____ Date	_____ Title
_____ Signed, Inspection Member	_____ Date	_____ Title
_____ Signed, Inspection Member	_____ Date	_____ Title
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