

**AMERICAN BIOLOGICAL SAFETY ASSOCIATION
MENTORING PROGRAM**

CONFIDENTIALITY AND HOLD HARMLESS AGREEMENT

By participating in the American Biological Safety Association (ABSA) Mentoring Program, I may have access to confidential and/or proprietary information belonging to the Mentor's employer or the Mentor. This information, which is not available to the general public, may include, but is not limited to, research activities, scientific and technical matters, studies, interpretations, memoranda or other documents prepared by the Mentor and/or his/her employer, computer systems, computer software, databases, documentation, manufacturing, personnel, and medical files (subsequently referred to as "Confidential Information").

As a Mentee, I agree to hold in strictest confidence all Confidential Information which may come to my attention, and not to disclose Confidential Information to any third party nor to use or exploit the Confidential Information for my own benefit or the benefit of any third party at any time. I further agree to notify the Mentor immediately of any access to Confidential Information by third parties while it is in my possession.

I agree that, as a participant in the Mentoring Program, I shall take all reasonable care to make sure that discussions/conversations, telephone calls, papers, faxes and e-mails related to Confidential Information cannot be overheard or accessed by others. I agree that all Confidential Information is and shall remain the sole and exclusive property of the Mentor/Mentor's employer. I agree that, at the request of the Mentor, I shall surrender any records, files, computer records, documents or other materials (and copies of the same) containing Confidential Information that are in my possession.

As a Mentee, I understand that my obligations concerning Confidential Information shall not apply to information which is known to me prior to participating in the Mentoring Program or information which is in the public domain or becomes part of public domain through no fault of mine.

Both the Mentor and Mentee agree to release from liability and hold ABSA harmless and indemnify ABSA, its employees, agents and successors, for any and all claims, demands, liabilities, damages, costs and expenses (including, but not limited to, attorneys' and other professional fees and expenses) arising from participation in the Mentoring Program. I agree, as a Mentor/Mentee, that any views expressed by a Mentor/Mentee are solely the views of that person and do not reflect the views of ABSA. As a Mentor/Mentee, I understand that ABSA is merely acting as a facilitator to increase knowledge in the field of biological safety by encouraging mentoring relationships.

Enforcement: As a Mentee, I agree that any breach, attempted breach, or threatened breach of this Agreement by me will cause the Mentor/Mentor's employer irreparable harm for which there is no adequate remedy at law. Accordingly, if I breach, attempt to breach or threaten to breach this Agreement, the Mentor/Mentor's employer shall be entitled to obtain an injunction or other equitable relief to prevent any breach of this agreement, in addition to any other remedy available to the Mentor/Mentor's employer. I also agree that any breach, attempted breach or threatened breach of this Agreement shall be grounds for termination from the Mentoring Program and ABSA.

As a Mentor/Mentee, I understand that my obligations under this Agreement shall survive beyond participation in the Mentoring Program and I shall continue to be bound by this Agreement. If I choose to end my participation in the Mentoring Program for any reason, I will notify ABSA immediately.

For convenience, this agreement may be executed by facsimile and in counterpart, each of which shall be deemed to be the original, and both taken together shall constitute one agreement binding to both parties.

MENTEE
Signature _____
Name (printed) _____
Date _____

MENTOR
Signature _____
Name (printed) _____
Date _____