

## **EXHIBIT A – CONTRACTED PERSONNEL - CONFIDENTIALITY AND INVENTIONS AGREEMENT**

In consideration of my Engagement as a Contracted Personnel with STATE OF WISCONSIN, I agree to the following:

### **1.0 Definitions:**

Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

“Authorized User” means any State agency, University of Wisconsin campus, or other public body authorized to use statewide contracts, as established in §16.70 (1b), (2), (4) and (8), §16.73 and §66.0301 of the Wisconsin Statutes and PRO-D-30 of the State Procurement Manual.

“Confidential Information” means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the Authorized User or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the Authorized User’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information designated as confidential in writing by the Authorized User.

“Contracted Personnel” means individuals provided by the Contractor for an Engagement with an Authorized User.

“Engagement” means the provision of Services to an Authorized User upon the assignment of Contracted Personnel for specific work pursuant to a Request for Services.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or Authorized User identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d)

the individual's DNA profile; and (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

"Proprietary Information" means all information that has been created, discovered, developed or otherwise become known to the STATE OF WISCONSIN or any of its related entities, (including, without limitation, information created discovered, developed or made known to me or by me during my association with State of Wisconsin). Thus, such Proprietary Information includes, but is not limited to, contracts, customers, employee and referral source lists and addresses, information about employees and employee relations, training manuals and procedures, recruitment methods and practices, other information about customers and referral sources, pricing, costs and expenses, budgets, business proposals, financial information, product development information, computer programs, hardware and software, and any other information relating to the STATE OF WISCONSIN and its operations, products, business and financial affairs.

2. I will keep in strictest confidence and trust all Confidential Information, Proprietary Information and Personally Identifiable Information and will not, either during or after my Engagement, disclose, use or disseminate any Confidential Information, Proprietary Information and Personally Identifiable Information or rights pertaining to Confidential Information, Proprietary Information and Personally Identifiable Information, except as necessary in the performance of my STATE OF WISCONSIN duties.

3. I also agree that all computer programs and listings, correspondence, notes, records, drawings, memoranda, files, training manuals, customer lists, mailing or contract lists, or other documents that are created, modified, or compiled by me, or which are available to me while engaged as a Contracted Personnel at the STATE OF WISCONSIN, concerning my Engagement and my dealings with any customers and agencies shall be the exclusive property of the STATE OF WISCONSIN. I agree to deliver such documents or other agency property to the STATE OF WISCONSIN upon the termination of my Engagement or at any other time at the STATE OF WISCONSIN's request.

4. I agree to disclose in writing and to assign on behalf of myself, my heirs, executors, or administrators, to the STATE OF WISCONSIN or its successor, any inventions, processes, diagrams, methods, computer software, or any improvements whatsoever that I may have discovered, conceived, or developed, either individually or in collaboration with others, during the course of my Engagement with the STATE OF WISCONSIN, or with the use of State of Wisconsin' time, data, equipment, facilities, or materials. I agree to execute all documents necessary or appropriate for use by the STATE OF WISCONSIN in applying for, obtaining and enforcing any

rights regarding Confidential Information, Proprietary Information and Personally Identifiable Information or inventions as the STATE OF WISCONSIN may desire, together with any assignments thereof to the STATE OF WISCONSIN.

5. I understand that the STATE OF WISCONSIN is committed to the highest standards of business ethics and requires that its Contracted Personnel conduct themselves at all times with honesty and integrity. I agree and acknowledge that I am required to comply with all laws, rules and regulations of federal, state and local governments. I am also encouraged, and expected, to bring to the attention of management any information that raises the possibility that any Contracted Personnel is not fulfilling these ethical and legal responsibilities.

6. I agree that during the period of my engagement with the STATE OF WISCONSIN I will not, without the STATE OF WISCONSIN's express written consent, engage in any consulting, employment or business which is otherwise in conflict with my Contracted Personnel relationship with the STATE OF WISCONSIN.

7. I have listed below all inventions or other improvements which have been made or conceived by me, either prior to or during my engagement with the STATE OF WISCONSIN, which I believe do not fall within the provisions of this agreement:

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In addition, in the event I contend that any invention or improvement made or conceived of by me in the future is not covered by the provisions of this Agreement, I understand that I am required to promptly inform the STATE OF WISCONSIN in writing of such invention or improvement for the purpose of permitting the STATE OF WISCONSIN to determine whether such item is covered by the terms of this Agreement.

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Date

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Contracted Personnel Signature\_

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Contracted Personnel Name (please print)