

USB-IF Policy Regarding Confidential Information

Members of USB-IF and employees of Members, as well as officers, directors, committee members, chairs, staff, volunteers, and participants in the USB-IF (collectively “Members”) may receive Confidential Information of USB-IF or a third party from time to time in the course of their participation in the USB-IF and its activities.

By virtue of participation in USB-IF, each Member, for itself and its employees, agrees that it will endeavor to maintain the confidentiality of the Confidential Information with at least the same degree of care that the Member uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances, and will neither use, disclose nor copy such Confidential Information, except as necessary to further the purpose of the disclosure. Any copies of writings containing Confidential Information should be marked “confidential,” “proprietary” or with a similar legend. Unless otherwise specified when the Confidential Information is received, this obligation of confidentiality will expire three (3) years from the date of disclosure.

Confidential Information includes draft and final specifications prior to release by the USB-IF Board, deliberations and discussions among the Board and committees, and any information learned or obtained through compliance programs or testing. Confidential Information also includes information disclosed by the USB-IF or a Member that is in written or electronic form and marked “Confidential” or “Proprietary,” or information that is in non tangible form that is identified as “Confidential” when disclosed and is treated as “Confidential” by the disclosing party. However, Confidential Information does not include information which is:

- a) In the public domain other than by the recipient Member’s breach of a duty of confidentiality;
- b) Received from a third party without any obligation of confidentiality; or
- c) Known to the recipient Member without any limitation on use or disclosure prior to its receipt from the disclosing party; or
- d) Independently developed by employees of the recipient Member; or
- e) Rightfully disclosed as required by law; or
- f) Made public by: i) the disclosing party, ii) agreement of the disclosing party or iii) USB-IF.

Further, Members and their employees are not prohibited from using for any purpose the Residuals resulting from access to or work with Confidential Information. The term “Residuals” means information in non-tangible form, which may be mentally retained by persons who have had access to such Confidential Information, including ideas, concepts, know-how or techniques contained therein. Members shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant a license under any copyrights or patents or mask work rights of any disclosing party.

USB-IF reserves the right to decline to receive Confidential Information in its discretion. Members should not designate information as Confidential unless the Member has a good faith and reasonable belief that the information meets the definition of Confidential Information

Duly adopted by the Board of Directors on December 1, 2009.