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Trade Secrets Acts
Compared to the UTSA

Not Intended As Legal Advice

Fed/State	Uniform Trade Secrets Act	Federal 18 U.S.C. §§ 1831 - 1839 Economic Espionage Act / Defend Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 1839. Definitions As used in this chapter~~, unless the context requires otherwise~~: (6) the term "improper means"-- (A) includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means; and (B) does not include reverse engineering, independent derivation, or any other lawful means of acquisition;
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 1839(5) *Substantively identical to UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	1 U.S.C. § 1. Words denoting number, gender and so forth The words "person" and "whoever" ~~means a natural person,~~ include corporations, business trust, estate, trust joint venture, companies, associations, firms, partnerships, societies, and joint stock companies, ~~government, governmental subdivision or agency, or any other legal or commercial entity~~ as well as individuals;
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 1839(3) [T]he term "trade secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, *program[*]* devices, formulas, designs, prototypes, methods, techniques, processes, ~~that~~ procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if-- (A) ~~is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.~~ the owner thereof has taken reasonable measures to keep such information secret; and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information; *This reference to "program" is likely a typo.
Definitions Not in UTSA		§1839(4) [T]he term "owner", with respect to a trade secret, means the person or entity in whom or in which rightful legal or equitable title to, or license in, the trade secret is reposed; *[Definitions related only to criminal aspects of the statute have been omitted from this chart.]*

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Fed/State	Uniform Trade Secrets Act	Federal 18 U.S.C. §§ 1831 - 1839 Economic Espionage Act / Defend Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 1836(b)(3) *[Annotations reflect significant substantive textual differences.]* In a civil action brought under this subsection with respect to the misappropriation of a trade secret, a court may-- (A) grant an injunction-- (i) to prevent any actual or threatened misappropriation described in paragraph (1) on such terms as the court deems reasonable, provided the order does not-- (I) prevent a person from entering into an employment relationship, and that conditions placed on such employment shall be based on evidence of threatened misappropriation and not merely on the information the person knows; or (II) otherwise conflict with an applicable State law prohibiting restraints on the practice of a lawful profession, trade, or business; (ii) if determined appropriate by the court, requiring affirmative actions to be taken to protect the trade secret; and (iii) in exceptional circumstances that render an injunction inequitable, that conditions future use of the trade secret upon payment of a reasonable royalty for no longer than the period of time for which such use could have been prohibited; ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ ~~Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation.~~
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 1836(b)(3) In a civil action brought under this subsection with respect to the misappropriation of a trade secret, ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable~~* a court may (B) award-- (i)(I) damages for actual loss caused by the misappropriation of the trade secret; and (II) damages for any unjust enrichment caused by the misappropriation of the trade secret that is not addressed in computing damages for actual loss; or (ii) in lieu of damages measured by any other methods, the damages caused by the misappropriation measured by imposition of liability for a reasonable royalty for the misappropriator's unauthorized disclosure or use of the trade secret; (C) if the trade secret is willfully and maliciously misappropriated, award exemplary damages in an amount not more than 2 times the amount of the damages awarded under subparagraph (B); and **Material change concept picked up by definition of misappropriation as an exclusion to misappropriation.*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 1836(b)(3)(D) if a claim of the misappropriation is made in bad faith, which may be established by circumstantial evidence, a motion to terminate an injunction is made or opposed in bad faith, or the trade secret was willfully and maliciously misappropriated, award reasonable attorney's fees to the prevailing party.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 1835 *Annotation is exclusively substantive rather than textual.* (a) In general.--In any prosecution or other proceeding under this chapter, the court shall enter such orders and take such other action as may be ~~reasonable~~ necessary and appropriate to preserve the confidentiality of trade secrets, consistent with the requirements of the Federal Rules of Criminal and Civil Procedure, the Federal Rules of Evidence, and all other applicable laws. (b) Rights of trade secret owners.--The court may not authorize or direct the disclosure of any information the owner asserts to be a trade secret unless the court allows the owner the opportunity to file a submission under seal that describes the interest of the owner in keeping the information confidential. No submission under seal made under this subsection may be used in a prosecution under this chapter for any purpose other than those set forth in this section, or otherwise required by law. *[Text applicable to only criminal proceedings or otherwise inapplicable to private parties has been omitted.]*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 1836(d) *Substantively Identical to UTSA*

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Fed/State	Uniform Trade Secrets Act	Federal 18 U.S.C. §§ 1831 - 1839 Economic Espionage Act / Defend Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 1838. Construction with other laws Except as provided in section 1833(b), this chapter shall not be construed to preempt or displace any other remedies, whether civil or criminal, provided by United States Federal, State, commonwealth, possession, or territory law for the misappropriation of a trade secret, or to affect the otherwise lawful disclosure of information by any Government employee under section 552 of title 5 (commonly known as the Freedom of Information Act).
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*Not applicable*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*None*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§§ 1836(e) Effective date.--The amendments made by this section shall apply with respect to any misappropriation of a trade secret . . . for which any act occurs on or after the date of the enactment of this Act. *The most significant difference* between the UTSA and the DTSA is the DTSA's provision for *Ex Parte* Seizures in §1836(b)(2). The procedure is summarized as follows: Civil seizure is available only in "extraordinary circumstances" "necessary to prevent the propagation or dissemination of [a] trade secret . . . ." The requirements for initiating a civil seizure (which must "clearly appear[] from specific facts") include the typical (though heightened) TRO/PI elements, plus: (a) an insufficiency of injunctive relief otherwise available; (b) a description "with reasonable particularity [of] the matter to be seized" and its location; (c) a showing that if notice were provided, the evidence would be destroyed, moved, hidden, or otherwise made inaccessible to the court; and (d) the requested seizure has not been publicized. The order must: (a) Set out findings and rulings; (b) Provide the narrowest seizure and order execution to minimize interruption to third parties; (c) Be accompanied by an order protecting the confidentiality of the seized property; (d) Provide "guidance" to law enforcement, including for hours of execution and force; (e) Require security; and (f) Set a hearing date - which must follow as soon as possible - no more than 7 days.

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Additions II		Additionally, the court must protect person(s) targeted by the order from publicity about the order and seizure, and retain custody of the seized property or appoint a federal officer to seize it. The court may consider an *ex parte* encryption motion. Wrongfully-obtained or excessive order = relief provided under the Trademark Act §§ 1831 - 1834 (which are criminal provisions) have been omitted from this chart. § 1837 (which discusses the applicability to conduct outside the United States) has been omitted from this chart.
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Alabama Ala. Code 1975 §§ 8-27-1 - 8-27-9 Alabama Trade Secrets Act
UTSA Version Adopted	1985 version	UTSA not adopted, though aspects of it are (*see* § 8-27-2, comment)
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 8-27-2. Definitions. As used in this chapter, the following terms shall have the following meanings, respectively, unless the context clearly indicates otherwise: (2) Improper Means. "Improper means" are means such as: a. Theft; b. Bribery; c. Misrepresentation; d. Inducement of a breach of confidence; e. Trespass; or f. Other deliberate acts taken for the specific purpose of gaining access to the information of another by means such as electronic, photographic, telescopic or other aids to enhance normal human perception, where the trade secret owner reasonably should be able to expect privacy.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 8-27-3. Misappropriation. A person who discloses or uses the trade secret of another, without a privilege to do so, is liable to the other for misappropriation of the trade secret if: (1) That person discovered the trade secret by improper means; (2) That person's disclosure or use constitutes a breach of confidence reposed in that person by the other; (3) That person learned the trade secret from a third person, and knew or should have known that (i) the information was a trade secret and (ii) that the trade secret had been appropriated under circumstances which violate the provisions of (1) or (2), above; or (4) That person learned the information and knew or should have known that it was a trade secret and that its disclosure was made to that person by mistake.
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 8-27-2 (3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 8-27-2 (1) Trade Secret. A "trade secret" is information that: a. Is used or intended for use in a trade or business; b. Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; c. Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; d. Cannot be readily ascertained or derived from publicly available information; e. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and f. Has significant economic value.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Alabama Ala. Code 1975 §§ 8-27-1 - 8-27-9 Alabama Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 8-27-4. Remedies for actual or threatened misappropriation; intentional remuneration of a third person for misappropriation. (a) The remedies available for actual or threatened misappropriation of a trade secret are: (1) To the extent that they are not duplicative: a. Such injunctive and other equitable relief as may be appropriate with respect to any actual or threatened misappropriation of a trade secret,
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 8-27-4. Remedies for actual or threatened misappropriation; intentional remuneration of a third person for misappropriation. (a) The remedies available for actual or threatened misappropriation of a trade secret are: (1) To the extent that they are not duplicative: b. Recovery of any profits and other benefits conferred by the misappropriation that are attributable to the misappropriation (In establishing the misappropriator's profits, the complainant is required to present proof only of the misappropriator's gross revenue, and the misappropriator is required to present proof of his or her deductible expenses and the elements of profit attributable to factors other than the trade secret.), and c. The actual damages suffered as a result of the misappropriation; (a)(3) Exemplary damages in an amount not to exceed the actual award made under subdivision (1), but not less than ten thousand dollars ($10,000), if willful and malicious misappropriation exists.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 8-27-4. Remedies for actual or threatened misappropriation; intentional remuneration of a third person for misappropriation. (2) Reasonable attorney's fees to the prevailing party if: a. A claim of actual or threatened misappropriation is made or resisted in bad faith, b. A motion to terminate an injunction is made or resisted in bad faith, or c. Willful and malicious misappropriation exists;
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	*No directly corresponding provision* § 8-27-4. Remedies for actual or threatened misappropriation; intentional remuneration of a third person for misappropriation. (a) The remedies available for actual or threatened misappropriation of a trade secret are: (1) To the extent that they are not duplicative: a. Such injunctive and other equitable relief as may be appropriate with respect to any actual or threatened misappropriation of a trade secret,
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 8-27-5. Statute of limitation. An action for misappropriation must be brought within ~~three~~ two years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered.

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Fed/State	Uniform Trade Secrets Act	Alabama Ala. Code 1975 §§ 8-27-1 - 8-27-9 Alabama Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 8-27-6. Effect on other law. Those provisions of this chapter that are inconsistent with the common law of trade secrets supersede the common law; otherwise, this chapter should be construed to be consistent with the common law of trade secrets.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Ala. Code 1975 § 1-1-16. Severability of provisions of Code and statutes. If any provision of this Code or any amendment hereto, or any other statute, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this Code or such amendment or statute that can be given effect without the invalid provisions or application, and to this end, the provisions of this Code and such amendments and statutes are declared to be severable.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 8-27-4. Remedies for actual or threatened misappropriation; intentional remuneration of a third person for misappropriation. (b) In addition to the civil damages and penalties provided in subsection (a), a person who intentionally remunerates or recruits a third person for actual or threatened misappropriation of a trade secret and any person who misappropriates a trade secret shall be guilty of a Class C felony. In any criminal prosecution under this subsection against an employer based on misappropriation of a trade secret by its employee, the term intentionally shall mean that the employer remunerated an employee with the intent that the employee would misappropriate the trade secrets of another. The trade secret that was misappropriated shall be clearly identified. Mere acceptance or receipt by an employer of a trade secret of another, by itself, shall be insufficient to prove criminal liability. Each act committed under this subsection shall constitute a separate offense.

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Fed/State	Uniform Trade Secrets Act	Alabama Ala. Code 1975 §§ 8-27-1 - 8-27-9 Alabama Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Alaska Alaska Stat. §§ 45.50.910 - 45.50.945 Alaska Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 45.50.940(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 45.50.940(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Alaska Stat. § 45.01.211(30) "person" means ~~a natural person~~ an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or another legal or commercial entity;
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 45.50.940(3) *Same as UTSA*
Definitions Not in UTSA		

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Alaska Alaska Stat. §§ 45.50.910 - 45.50.945 Alaska Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 45.50.910. Injunctive relief for misappropriation of trade secrets (a) A court may enjoin actual or threatened misappropriation of trade secrets. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) ~~In exceptional circumstances,~~ If the court determines that it would be unreasonable to prohibit future use of a trade secret, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 45.50.915. Damages (a) ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable,~~ In addition to or in lieu of injunctive relief, a complainant ~~is entitled to~~ may recover damages for ~~misappropriation. Damages can include both~~ the actual loss caused by misappropriation, ~~and~~ A complainant also may recover for the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice the damages awarded under (a) of this section.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	*None*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 45.50.920. Preservation of Secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 45.50.925. Limitation of actions *Same as UTSA*

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Alaska Alaska Stat. §§ 45.50.910 - 45.50.945 Alaska Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 45.50.930. Effect on other laws (a) Except as provided in subsection (b) AS 45.50.910 - 45.50.945 displace conflicting tort, restitutionary, and other state laws pertaining to civil liability for misappropriation of a trade secret. (b) AS 45.50.910 - 45.50.945 do not affect (1) ~~contractual remedies, whether or~~ contractual or other civil liability or relief that is not based upon misappropriation of a trade secret; or ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ (2) criminal ~~remedies whether or not based upon~~ liability for misappropriation of a trade secret. (c) AS 45.50.910 - 45.50.945 do not apply to investigations or actions by the attorney general under AS 45.50.471 - 45.50.561 (unfair trade practices and consumer protection) or under AS 45.50.562 - 45.50.596 (restraint of trade).
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 45.50.935 *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Alaska Stat. § 01.10.030. Severability Any law heretofore or hereafter enacted by the Alaska legislature which lacks a severability clause shall be construed as though it contained the clause in the following language: "If any provision of this Act, or the application thereof to any person or circumstance is held invalid, the remainder of this Act and the application to other persons or circumstances shall not be affected thereby."
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Alaska Alaska Stat. §§ 45.50.910 - 45.50.945 Alaska Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Arizona Ariz. Rev. Stat. Ann. §§ 44-401 - 44-407
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 44-401(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 44-401(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 44-401(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 44-401(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Arizona Ariz. Rev. Stat. Ann. §§ 44-401 - 44-407
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 44-402. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 44-403 *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 44-404. Attorney fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 44-405. Preservation of secrecy; definition *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 44-406 *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Arizona Ariz. Rev. Stat. Ann. §§ 44-401 - 44-407
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 44-407 *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*Cohen v. State* , 588P.2d 299, 302 (1978). *Statutes should be severed when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§§ 44-408 to 44-595. Repealed

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Fed/State	Uniform Trade Secrets Act	Arizona Ariz. Rev. Stat. Ann. §§ 44-401 - 44-407
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Arkansas Ark. Code Ann. §§ 4-75-601 - 4-75-607
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§4-75-601(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§4-75-601(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§4-75-601(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§4-75-601(4) *Same as UTSA*
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Fed/State	Uniform Trade Secrets Act	Arkansas Ark. Code Ann. §§ 4-75-601 - 4-75-607
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 4-75-604. Injunctions (a) Actual or threatened misappropriation may be enjoined. (b) Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist; however, the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (c) ~~In exceptional circumstances~~ If the court determines that it would be unreasonable to prohibit future use, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (d) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 4-75-606. Damages (a)~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable,~~ In addition to or in lieu of injunctive relief, a complainant ~~is entitled to~~ may recover damages for ~~misappropriation. Damages can include both~~ the actual loss caused by misappropriation, ~~and~~ (b) A complainant also may recover for the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ ~~(b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice the damages awarded under (a) of this section.~~
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 4-75-607. Attorney fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 4-75-605 *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 4-75-603 *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Arkansas Ark. Code Ann. §§ 4-75-601 - 4-75-607
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 4-75-602. Effect on other law (a) Except as provided in subsection (b) This subchapter displaces conflicting tort, restitutionary, and other state laws pertaining to civil liability for misappropriation of a trade secret. (b) This subchapter does not affect: (1) ~~contractual remedies, whether or~~ contractual or other civil liability or relief that is not based upon misappropriation of a trade secret; or ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ (2) criminal ~~remedies whether or not based upon~~ liability for misappropriation of a trade secret.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Ark. Code Ann. § 1-2-205. Severability of provisions The provisions of each and every act enacted by the General Assembly after July 24, 1973, are declared to be severable and, unless it is otherwise specifically provided in the particular act, the invalidity of any provision of that act shall not affect other provisions of the act which can be given effect without the invalid provision.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Arkansas Ark. Code Ann. §§ 4-75-601 - 4-75-607
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	California Cal.Civ.Code § 3426 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 3426.1(a) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means. Reverse engineering or independent derivation alone shall not be considered improper means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 3426.1(b) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 3426.1(c) "Person" means a natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 3426.1(d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to~~, or readily ascertainable by proper means by~~ the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	California Cal.Civ.Code § 3426 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 3426.2. Injunctions (a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) If the court determines that it would be unreasonable to prohibit future use ~~In exceptional circumstances,~~ an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the ~~for which~~ use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 3426.3. Damages; royalties; exemplary damages (a)~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss.~~ A complainant may recover damages for the actual loss caused by misappropriation. A complainant also may recover for the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. (b) ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ If neither damages nor unjust enrichment caused by misappropriation are provable, the court may order payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. (c) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subdivision (a) or (b).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 3426.4. Awarding attorney's fees and costs If a claim of misappropriation is made in bad faith, a motion to terminate an injunction is made or resisted in bad faith, or willful and malicious misappropriation exists, the court may award reasonable attorney's fees and costs to the prevailing party. Recoverable costs hereunder shall include a reasonable sum to cover the services of expert witnesses, who are not regular employees of any party, actually incurred and reasonably necessary in either, or both, preparation for trial or arbitration, or during trial or arbitration, of the case by the prevailing party.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 3426.5. Preservation of secrecy in judicial proceedings *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 3426.6. Time for bringing action *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	California Cal.Civ.Code § 3426 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 3426.7. Construction with other statutes; other remedies; disclosure of public records (a) ~~Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret.~~ Except as otherwise expressly provided, this title does not supersede any statute relating to misappropriation of a trade secret, or any statute otherwise regulating trade secrets. (b) This title does not affect (1) contractual remedies, whether or not based upon misappropriation of a trade secret, (2) other civil remedies that are not based upon misappropriation of a trade secret, or (3) criminal remedies, whether or not based upon misappropriation of a trade secret. (c) This title does not affect the disclosure of a record by a state or local agency under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). Any determination as to whether the disclosure of a record under the California Public Records Act constitutes a misappropriation of a trade secret and the rights and remedies with respect thereto shall be made pursuant to the law in effect before the operative date of this title.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 3426.8. Application and construction of title *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 3426.9. Severability of provisions *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 3426.10. Misappropriations occurring prior to January 1, 1985; application of title This title does not apply to misappropriation occurring prior to January 1, 1985. If a continuing misappropriation otherwise covered by this title began before January 1, 1985, this title does not apply to the part of the misappropriation occurring before that date. This title does apply to the part of the misappropriation occurring on or after that date unless the appropriation was not a misappropriation under the law in effect before the operative date of this title. § 3426.11. Privileged communications; trade secrets disclosed in official proceedings Notwithstanding subdivision (b) of Section 47, in any legislative or judicial proceeding, or in any other official proceeding authorized by law, or in the initiation or course of any other proceeding authorized by law and reviewable pursuant to Chapter 2 (commencing with Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure, the voluntary, intentional disclosure of trade secret information, unauthorized by its owner, to a competitor or potential competitor of the owner of the trade secret information or the agent or representative of such a competitor or potential competitor is not privileged and is not a privileged communication for purposes of Part 2 (commencing with Section 43) of Division 1. This section does not in any manner limit, restrict, impair, or otherwise modify either the application of the other subdivisions of Section 47 to the conduct to which this section applies or the court's authority to control, order, or permit access to evidence in any case before it. Nothing in this section shall be construed to limit, restrict, or otherwise impair, the capacity of persons employed by public entities to report improper government activity, as defined in Section 10542 of the Government Code, or the capacity of private persons to report improper activities of a private business.

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Fed/State	Uniform Trade Secrets Act	California Cal.Civ.Code § 3426 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Colorado Colo. Rev. Stat. Ann. §§ 7-74-101 - 7-74-110 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 7-74-102(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 7-74-102(2) *Substantively identical to UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Colo. Rev. Stat. Ann. § 2-4-401(8) "Person" means a ~~natural person~~ any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, limited liability company, partnership, association, or other legal ~~or commercial~~ entity. § 7-74-102(3) Repealed by Laws 2003, Ch. 352, § 347, eff. July 1, 2004.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 7-74-102(4) "Trade secret" means information including the whole or any portion or phase of any scientific or technical information, ~~pattern, compilation, program, device, method, technique~~ design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to any business or profession ~~that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and~~ which is secret and of value. ~~Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.~~ To be a "trade secret" the owner thereof must have taken measures to prevent the secret from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Colorado Colo. Rev. Stat. Ann. §§ 7-74-101 - 7-74-110 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 7-74-103. Injunctive relief Temporary and final injunctions including affirmative acts may be granted on such equitable terms as the court deems reasonable to prevent or restrain actual or threatened misappropriation of a trade secret.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 7-74-104. Damages (1) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages ~~can~~ may include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (2) ~~If willful and malicious misappropriation exists,~~ If the misappropriation is attended by circumstances of fraud, malice, or a willful and wanton disregard of the injured party's right and feelings, the court or the jury may award exemplary damages in an amount not exceeding ~~twice~~ the award made under subsection (1) of this section.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 7-74-105. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 7-74-106. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 7-74-107. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Colorado Colo. Rev. Stat. Ann. §§ 7-74-101 - 7-74-110 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 7-74-108. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 7-74-109. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 7-74-110. Severability *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Colorado Colo. Rev. Stat. Ann. §§ 7-74-101 - 7-74-110 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Connecticut Conn. Gen. Stat. Ann. §§ 35-50 - 35-58 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 35-51(a) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of duty to maintain secrecy, or espionage through electronic or other means, including searching through trash.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 35-51(b) (1) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (2) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (i) derived from or through a person who had utilized improper means to acquire it; (ii) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use, including but not limited to disclosures made under section 1-210, sections 31-40j to 31-40p, inclusive, or subsection (c) of section 12-62; or (iii) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 35-51(c) "Person" means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 35-51(d) Notwithstanding the provisions of sections 1-210, 31-40j to 31-40p, inclusive, and subsection (c) of section 12-62, "trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, process, drawing, cost data or customer list that: (1) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Connecticut Conn. Gen. Stat. Ann. §§ 35-50 - 35-58 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§35-52 Injunctive relief (a) Actual or threatened misappropriation may be enjoined upon application to any court of competent jurisdiction. ~~Upon application to the court,~~ An injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) If the court determines that it would be unreasonable to prohibit future use ~~In exceptional circumstances,~~ an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the ~~for which~~ use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 35-53. Damages. Punitive damages for willful and malicious misappropriation (a)~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable. Damages can include both~~ In addition to or in lieu of injunctive relief, a complainant may recover damages for the actual loss caused by misappropriation. A complainant also may recover for ~~and~~ the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ (b) In any action brought pursuant to subsection (a) of this section, if the court finds willful and malicious misappropriation, the court may award punitive damages in an amount not exceeding twice any award made under subsection (a) and may award reasonable attorney's fees to the prevailing party.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 35-54. Attorney's fees *Substantively identical to UTSA.* *Attorney's fees for willful and malicious misappropriation are included within § 35-53(b) but are substantively unchanged.*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 35-55. Protection of trade secrets by court *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 35-56. Limitation of action for misappropriation *Substantively Identical to UTSA*

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Fed/State	Uniform Trade Secrets Act	Connecticut Conn. Gen. Stat. Ann. §§ 35-50 - 35-58 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 35-57. Provisions of chapter supersede conflicting law re civil liability. Limitation (a) Unless otherwise agreed by the parties, the provisions of this chapter supersede any conflicting tort, restitutionary, or other law of this state pertaining to civil liability for misappropriation of a trade secret. (b) This chapter does not affect: (1) Contractual ~~remedies, whether or not based upon misappropriation of a trade secret;~~ or other civil liability or relief that is not based upon misappropriation of a trade secret; ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ (2) criminal ~~remedies, whether or not based upon misappropriation of a trade secret~~liability for misappropriation of a trade secret; or (3) the duty of any person or state or municipal agency to disclose information pursuant to section 1-210, sections 31-40i to 31-40p, inclusive, or subsection (c) of section 12-62, or wherever expressly provided by law.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 35-58. Rules of construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Conn. Gen. Stat. Ann. § 1-3. Validity of separate provisions of acts If any provision of any act passed by the general assembly or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of such act.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 1-210, §§ 31-40j - 31-40p, and § 12-62(c), respectively deal with access to public records, the protection of employees, and records to be made available by real estate assessors.

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Fed/State	Uniform Trade Secrets Act	Connecticut Conn. Gen. Stat. Ann. §§ 35-50 - 35-58 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Delaware Del. Code. Ann. tit. 6, §§ 2001 - 2009 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 2001. Definitions ~~As used in this [Act], unless the context requires otherwise:~~ The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: (1) "Improper means" *[Same as UTSA.]*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 2001(2) *Substantively Identical to UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 2001(3) "Person" shall mean a natural person, corporation, statutory trust, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 2001(4) *Substantively identical to UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Delaware Del. Code. Ann. tit. 6, §§ 2001 - 2009 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 2002 Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 2003. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 2004. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 2005. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 2006. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Delaware Del. Code. Ann. tit. 6, §§ 2001 - 2009 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 2007. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 2008. Application and construction of chapter *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Del. Code. Ann. tit. 1, § 308. Severability of provisions If any provision of this Code or amendments hereto, or the application thereof to any person, thing or circumstances is held invalid, such invalidity shall not affect the provisions or application of this Code or such amendments that can be given effect without the invalid provisions or application, and to this end the provisions of this Code and such amendments are declared to be severable.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Delaware Del. Code. Ann. tit. 6, §§ 2001 - 2009 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Florida Fla. Stat. §§ 688.001 - 688.009 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 688.002(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 688.002(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 688.002(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 688.002(4) *Same as UTSA*
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Fed/State	Uniform Trade Secrets Act	Florida Fla. Stat. §§ 688.001 - 688.009 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 688.003. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 688.004. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 688.005. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 688.006. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 688.007. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Florida Fla. Stat. §§ 688.001 - 688.009 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 688.008. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 688.009. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*Schmitt v. State* , 590 So.2d 404, 414-15 (1991). *Statutes should be severed when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Florida Fla. Stat. §§ 688.001 - 688.009 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Georgia Ga. Code Ann., §§ 10-1-760 - 10-1- 767 Georgia Trade Secrets Act of 1990
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 10-1-761 Definitions As used in this article, the term ~~unless the context requires otherwise~~: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a confidential relationship or other duty to maintain secrecy or limit use, or espionage through electronic or other means. Reverse engineering of a trade secret not acquired by misappropriation or independent development shall not be considered improper means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 10-1-761(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 10-1-176(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 10-1-176(4) "Trade secret" means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (A) Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Georgia Ga. Code Ann., §§ 10-1-760 - 10-1- 767 Georgia Trade Secrets Act of 1990
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 10-1-762. Injunctive relief (a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in appropriate circumstances for reasons including, but not limited to, an elimination of ~~in order to eliminate~~ commercial advantage that otherwise would be derived from the misappropriation or where the trade secret ceases to exist due to the fault of the enjoined party or others by improper means. (b) In exceptional circumstances, if the court determines that it would be unreasonable to prohibit future use, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order. (d) In no event shall a contract be required in order to maintain an action or to obtain injunctive relief for misappropriation of a trade secret.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 10-1-763. Damages (a) In addition to or in lieu of the relief provided by Code Section 10-1-762, a person ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant~~ is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. ~~In lieu of~~ If neither damages nor unjust enrichment caused by the misappropriation are proved by a preponderance of the evidence, the court may award damages caused by misappropriation measured in terms ~~by imposition~~ of ~~liability for~~ a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret for no longer than the period of time for which use could have been prohibited. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a) of this Code section. (c) In no event shall a contract be required in order to maintain an action or to recover damages for misappropriation of a trade secret.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 10-1-764. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 10-1-765. Preservation of Secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 10-1-766. Limitations of actions An action for misappropriation must be brought within ~~three~~ five years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this Code section, a continuing misappropriation by any person constitutes a single claim against that person, but this Code section shall be applied separately to the claim against each person who receives a trade secret from another person who misappropriated that trade secret.

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Fed/State	Uniform Trade Secrets Act	Georgia Ga. Code Ann., §§ 10-1-760 - 10-1- 767 Georgia Trade Secrets Act of 1990
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 10-1-767. Effect on other laws (a) Except as provided in subsection (b) of this Code section, this article ~~displaces~~ shall supersede conflicting tort, restitutionary, and other laws of this state providing civil remedies for misappropriation of a trade secret. (b) This article shall not affect: (1) Contractual duties or remedies, whether or not based upon misappropriation of a trade secret; provided, however, that a contractual duty to maintain a trade secret or limit use of a trade secret shall not be deemed void or unenforceable solely for lack of a durational or geographical limitation on the duty; (2) Other civil remedies that are not based upon misappropriation of a trade secret; or (3) The definition of a trade secret contained in Code Section 16-8-13, pertaining to criminal offenses involving theft of a trade secret or criminal remedies, whether or not based upon misappropriation of a trade secret.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Ga. Code Ann. § 1-1-3. Invalid or unconstitutional provisions Except as otherwise specifically provided in this Code or in an Act or resolution of the General Assembly, in the event any title, chapter, article, part, subpart, Code section, subsection, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Code or of any Act or resolution of the General Assembly is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Code or of such Act or resolution, which shall remain of full force and effect as if such portion so declared or adjudged invalid or unconstitutional were not originally a part of this Code or of such Act or resolution. The General Assembly declares that it would have enacted the remaining parts of this Code if it had known that such portion hereof would be declared or adjudged invalid or unconstitutional. The General Assembly further declares that it would have enacted the remaining parts of any other Act or resolution if it had known that such portion thereof would be declared or adjudged invalid or unconstitutional unless such Act or resolution contains an express provision to the contrary.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Georgia Ga. Code Ann., §§ 10-1-760 - 10-1- 767 Georgia Trade Secrets Act of 1990
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Hawaii Haw. Rev. Stat. §§ 482B-1 - 482B-9 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 482B-2 *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 482B-2 *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 482B-2 *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 482B-2 *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Hawaii Haw. Rev. Stat. §§ 482B-1 - 482B-9 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 482B-3. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 482B-4. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 482B-5. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 482B-6. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 482B-7. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Hawaii Haw. Rev. Stat. §§ 482B-1 - 482B-9 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 482B-8. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 482B-9. Severability *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Hawaii Haw. Rev. Stat. §§ 482B-1 - 482B-9 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Idaho Idaho Code Ann. §§ 48-801 - 48-807 Idaho Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 48-801(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 48-801(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 48-801(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 48-801(5) (5) "Trade secret" means information, including a formula, pattern, compilation, program, computer program, device, method, technique, or process, that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade secrets as defined in this subsection are subject to disclosure by a public agency according to chapter 1, title 74, Idaho Code.
Definitions Not in UTSA		§ 48-801(4) (4) "Computer program" means information which is capable of causing a computer to perform logical operation(s) and: (a) Is contained on any media or in any format; (b) Is capable of being input, directly or indirectly, into a computer; and (c) Has prominently displayed a notice of copyright, or other proprietary or confidential marking, either within or on the media containing the information.

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Fed/State	Uniform Trade Secrets Act	Idaho Idaho Code Ann. §§ 48-801 - 48-807 Idaho Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 48-802. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 48-803. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	*None*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 48-804. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 48-805. Statute of limitations *Same as UTSA*

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Idaho Idaho Code Ann. §§ 48-801 - 48-807 Idaho Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 48-806. Effect on other law *Substantively identical to UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*State v. Nielsen* , 960 P.2d 177, 180 (1998) *Statutes should be severed when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Idaho Idaho Code Ann. §§ 48-801 - 48-807 Idaho Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Illinois 765 Ill. Comp. Stat. Ann. §§ 1065/1 - 1065/9 Illinois Trade Secrets Act
UTSA Version Adopted	1985 version	1979 *[1985 version appears to have been considered insofar as its language is present in § 1065/8.]*
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 1065/2(a) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a confidential relationship or other duty to maintain secrecy or limit use, or espionage through electronic or other means. Reverse engineering or independent development shall not be considered improper means.
Definition: Misappropriation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 1065/2(b) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 1065/2(c) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other for-profit or not-for-profit legal ~~or commercial~~ entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 1065/2(d) "Trade secret" means information, including but not limited to, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that: (1) ~~Derives independent~~ is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Illinois 765 Ill. Comp. Stat. Ann. §§ 1065/1 - 1065/9 Illinois Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 1065/3. Injunctions (a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction may be terminated when the trade secret has ceased to exist, provided that the injunction may be continued for an additional reasonable period of time in appropriate circumstances for reasons including, but not limited to an elimination of the ~~in order to eliminate~~ commercial advantage that otherwise would be derived from the misappropriation, deterrence of willful and malicious misappropriation, or where the trade secret ceases to exist due to the fault of the enjoined party or others by improper means. (b) If the court determines that it would be unreasonable to prohibit future use due to an overriding public interest, ~~In exceptional circumstances,~~ an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by a court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 1065/4. Damages (a) ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant~~ In addition to the relief provided for by Section 3, a person is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. ~~In lieu of~~ If neither damages nor unjust enrichment caused by the misappropriation are proved by a preponderance of the evidence, the court may award damages caused by misappropriation measured in terms ~~by imposition of liability for~~ a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 1065/5. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 1065/6. Protection of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 1065/7. Limitations An action for misappropriation must be brought within ~~three~~ 5 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this Act, a continuing misappropriation constitutes a single claim.

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Fed/State	Uniform Trade Secrets Act	Illinois 765 Ill. Comp. Stat. Ann. §§ 1065/1 - 1065/9 Illinois Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 1065/8. Legislative intent; exceptions (a) Except as provided in subsection (b), this Act ~~displaces~~ is intended to displace conflicting tort, restitutionary, unfair competition, and other laws of this State providing civil remedies for misappropriation of a trade secret. (b) This Act does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret, provided however, that a contractual or other duty to maintain secrecy or limit use of a trade secret shall not be deemed to be void or unenforceable solely for lack of durational or geographical limitation on the duty; (2) other civil remedies that are not based upon misappropriation of a trade secret; (3) criminal remedies, whether or not based upon misappropriation of a trade secret; or (4) the definition of a trade secret contained in any other Act of this State.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	5 Ill. Comp. Stat. Ann. § 70/1.31. Severability If any provision of an Act enacted after the effective date of this amendatory Act or application thereof to any person or circumstance is held invalid, such invalidity does not affect other provisions or applications of the Act which can be given effect without the invalid application or provision, and to this end the provisions of each Act enacted after the effective date of this amendatory Act are severable, unless otherwise provided by the Act.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 1065/9. Effective date and application This Act takes effect on January 1, 1988, and does not apply to misappropriation occurring prior to its effective date.

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Fed/State	Uniform Trade Secrets Act	Illinois 765 Ill. Comp. Stat. Ann. §§ 1065/1 - 1065/9 Illinois Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Indiana Ind. Code §§ 24-2-3-1 - 24-2-3-8 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 24-2-3-2 Definitions *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 24-2-3-2 Definitions *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 24-2-3-2 Definitions "Person" means a natural person, limited liability company, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 24-2-3-2 Definitions *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Indiana Ind. Code §§ 24-2-3-1 - 24-2-3-8 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 42-3-2-3. Injunction against misappropriation; exceptional circumstances (a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) If the court determines in exceptional circumstances that it would be unreasonable to prohibit future use, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by a court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 24-2-3-4 Damages for misappropriation and unjust enrichment; royalty; exemplary damages (a)~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable. Damages can include both~~ In addition to or in lieu of injunctive relief, a complainant may recover damages for the actual loss caused by misappropriation. A complainant also may recover for ~~and~~ the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. b) When neither damages nor unjust enrichment are provable, the court may order payment of a reasonable royalty for no longer than the period during which the use could have been prohibited. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ (c) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 24-2-3-5 Attorney's fees; conditions *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 24-2-3-6 Preservation of secrecy of trade secret *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 24-2-3-7. Limitation of action *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Indiana Ind. Code §§ 24-2-3-1 - 24-2-3-8 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 24-2-3-1(c) The chapter displaces all conflicting law of this state pertaining to the misappropriation of trade secrets, except contract law and criminal law. ~~(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret.~~ ~~(b) This [Act] does not affect:~~ ~~(1) contractual remedies, whether or not based upon misappropriation of a trade secret;~~ ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ ~~(3) criminal remedies, whether or not based upon misappropriation of a trade secret.~~
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 24-2-3-1(b) *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Ind. Code § 1-1-1-8 Severability (a) If any provision of this Code as now or later amended or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application. (b) Except in the case of a statute containing a nonseverability provision, each part and application of every statute is severable. If any provision or application of a statute is held invalid, the invalidity does not affect the remainder of the statute unless: (1) the remainder is so essentially and inseparably connected with, and so dependent upon, the invalid provision or application that it cannot be presumed that the remainder would have been enacted without the invalid provision or application; or (2) the remainder is incomplete and incapable of being executed in accordance with the legislative intent without the invalid provision or application. This subsection applies to every statute, regardless of whether enacted before or after the passage of this subsection. The general assembly may preserve the legislative history of this subsection by adoption of a concurrent resolution and publication of the resolution in the legislative journals. (c) The repeal of a statute stating that the provisions of an act are severable as provided in subsection (b) does not affect the operation of subsection (b) with respect to that act.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 24-2-3-8 Continuing misappropriation commenced prior to September 1, 1982 Sec. 8. If a continuing misappropriation otherwise covered by this chapter began before September 1, 1982, the chapter does not apply to the part of the misappropriation that occured1 before that date. It does apply to the part that occurs after August 31, 1982, unless the appropriation was not a misappropriation under the law displaced by this chapter.

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Fed/State	Uniform Trade Secrets Act	Indiana Ind. Code §§ 24-2-3-1 - 24-2-3-8 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Iowa Iowa Code Ann. §§ 550.1 - 550.8 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 550.2(1) *Substantively identical to UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 550.2(3) *Substantively identical to UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Iowa Code Ann. § 4.1(20) Unless otherwise provided by law, "person" means ~~natural person~~ individual, corporation, limited liability company, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal ~~or commercial~~ entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 550.2(4) *Substantively identical to UTSA*
Definitions Not in UTSA		§ 550.2(2) "Knows" or "knowledge" means that a person has actual knowledge of information or a circumstance or that the person has reason to know of the information or circumstance.

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Fed/State	Uniform Trade Secrets Act	Iowa Iowa Code Ann. §§ 550.1 - 550.8 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 550.3. Injunctive relief *Substantively identical to UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 550.4. Damages *Substantively identical to UTSA, except for the following annotation to the UTSA language:* Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, ~~a complainant~~ an owner of a trade secret is entitled to recover damages for misappropriation.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 550.6. Attorney's fees *Substantively identical to UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 550.7. Preservation of secrecy *Substantively identical to UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 550.8. Statute of limitations *Substantively identical to UTSA*

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Fed/State	Uniform Trade Secrets Act	Iowa Iowa Code Ann. §§ 550.1 - 550.8 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	*None*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Iowa Code Ann. § 4.12. Acts or statutes are severable If any provision of an Act or statute or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Act or statute which can be given effect without the invalid provision or application, and to this end the provisions of the Act or statute are severable.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 550.5. Defense--consent of disclosure In an action for injunctive relief or damages against a person under this chapter, it shall be a complete defense that the person disclosing a trade secret made the disclosure with the implied or express consent of the owner of the trade secret.

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Fed/State	Uniform Trade Secrets Act	Iowa Iowa Code Ann. §§ 550.1 - 550.8 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Kansas Kan. Stat. Ann. §§ 60-3320 - 60-3330 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 60-3320(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 60-3320(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 60-3320(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 60-3320(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Kansas Kan. Stat. Ann. §§ 60-3320 - 60-3330 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 60-3321. Misappropriation of trade secret; injunctive or other protective relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 60-3322. Same; damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 60-3323. Award of attorney fees, when *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 60-3324. Preservation of trade secret during action *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 60-3325. Time limit for bringing action *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Kansas Kan. Stat. Ann. §§ 60-3320 - 60-3330 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 60-3326. Application of act *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 60-3327. Uniformity of act *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 60-3329. Severability of provisions of act *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 60-3330. Act not retroactive This act does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the act also does not apply to the continuing misappropriation that occurs after the effective date.

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Fed/State	Uniform Trade Secrets Act	Kansas Kan. Stat. Ann. §§ 60-3320 - 60-3330 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Kentucky Ky. Rev. Stat. Ann. §§ 365.880 - 365.900 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 365.880(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 365.880(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 365.880(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 365.880(4) "Trade secret" means information, including a formula, pattern, compilation, program, data, device, method, technique, or process, that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Kentucky Ky. Rev. Stat. Ann. §§ 365.880 - 365.900 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 365.882 Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 365.884 Damages *Substantively Identical to UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 365.886 Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 365.888 Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 365.890 Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Kentucky Ky. Rev. Stat. Ann. §§ 365.880 - 365.900 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 365.892 Effect on other laws *Substantively identical to UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 365.894 Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 365.898 Severability *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 365.900 Effective date; when applicable to misappropriation KRS 365.880 to 365.900 shall take effect on July 13, 1990, and shall not apply to misappropriation occurring prior to July 13, 1990. With respect to a continuing misappropriation that began prior to July 13, 1990, KRS 365.880 to 365.900 also shall not apply to the continuing misappropriation that occurs after July 13, 1990.

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Fed/State	Uniform Trade Secrets Act	Kentucky Ky. Rev. Stat. Ann. §§ 365.880 - 365.900 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Louisiana La. Stat. Ann. §§ 51:1431 - 51:1439 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 1431(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 1431(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 1431(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 1431(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Louisiana La. Stat. Ann. §§ 51:1431 - 51:1439 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 1432. Injunctive relief A. Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. B. ~~In exceptional circumstances,~~ If the court determines that it would be unreasonable to prohibit future use, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ C. In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 1433 Damages A.~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable. Damages can include both~~ In addition to or in lieu of injunctive relief, a complainant may recover damages for the actual loss caused by misappropriation. A complainant also may recover for ~~and~~ the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ ~~(b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).~~
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 1434. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 1435. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 1436. Prescriptive period *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Louisiana La. Stat. Ann. §§ 51:1431 - 51:1439 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 1437 Effect on other law A. This Chapter displaces conflicting tort, restitutionary, and other laws of this state pertaining to civil liability for misappropriation of a trade secret. B. This chapter does not affect: (1) Contractual ~~remedies, whether or not based upon misappropriation of a trade secret;~~ or other civil liability or relief that is not based upon misappropriation of a trade secret; ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ (2) criminal ~~remedies, whether or not based upon misappropriation of a trade secret~~liability for misappropriation of a trade secret; or
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 1438. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	La. Stat. Ann. 24:175. Severability A. Unless otherwise specifically provided therein, the provisions of each act of the legislature are severable, whether or not a provision to that effect is included in the act. If any provision or item of an act, or the application thereof, is held invalid, such invalidity shall not affect other provisions, items, or applications of the act which can be given effect without the invalid provision, item, or application. B. This Section shall apply to acts of the legislature affecting general, and local and special laws, and statutes of the state, including the Louisiana Revised Statutes of 1950, the Civil Code of the state of Louisiana, the Louisiana Code of Civil Procedure, the Louisiana Code of Criminal Procedure, the Louisiana Code of Evidence, and the Louisiana Code of Juvenile Procedure.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Louisiana La. Stat. Ann. §§ 51:1431 - 51:1439 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Maine Me. Rev. Stat. Ann. tit 10, §§ 1541 - 1548 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 1542(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 1542(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 1542(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 1542(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Maine Me. Rev. Stat. Ann. tit 10, §§ 1541 - 1548 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 1543. Injunctive relief 1. Misappropriation restrained or enjoined. Actual or threatened misappropriation may be restrained or enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. 2. Exceptional circumstances. In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. A. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. 3. Protection of trade secret compelled. In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order. 4. Application. This section applies to all forms of injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 1544. Damages *Substantively identical to UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 1545. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 1546. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 1547. Statute of limitations An action for misappropriation must be brought within ~~three~~ 4 years after the misappropriation is discovered or, by the exercise of reasonable diligence, should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.

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Fed/State	Uniform Trade Secrets Act	Maine Me. Rev. Stat. Ann. tit 10, §§ 1541 - 1548 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 1548. Effect on other laws 1. No effect. Except as provided in this section, this Act displaces conflicting tort, restitutionary and other laws of this State providing civil remedies for misappropriation of a trade secret. This Act does not affect: A. Contractual remedies, whether or not based upon misappropriation of a trade secret; B. Other civil remedies that are not based upon misappropriation of a trade secret; C. Criminal remedies, whether or not based upon misappropriation of a trade secret; D. The duty of any person to disclose information where expressly required by law; or E. The provisions of the Maine Tort Claims Act, Title 14, chapter 741.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Me. Rev. Stat. Ann. tit 1, § 71(8) Severability. The provisions of the statutes are severable. The provisions of any session law are severable. If any provision of the statutes or of a session law is invalid, or if the application of either to any person or circumstance is invalid, such invalidity does not affect other provisions or applications which can be given effect without the invalid provision or application. The repeal of a severability clause located in and applicable to any title or a division of a title, chapter, section or Act, must be construed as the removal of surplus language unless the law indicates otherwise.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Maine Me. Rev. Stat. Ann. tit 10, §§ 1541 - 1548 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Maryland Md. Code Ann., Com. Law §§ 11-1201 - 11-1209 Maryland Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 11-1201. Definitions *Substantively identical but for:* (a) In this subtitle the following words have the meanings indicated ~~unless the context requires otherwise~~
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 11-1201(c) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 11-1201(d) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 11-1201(e) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Maryland Md. Code Ann., Com. Law §§ 11-1201 - 11-1209 Maryland Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 11-1202. Injunctive Relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 11-1203. Damages *Substantively identical to UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 11-1204. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 11-1205. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 11-1206. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Maryland Md. Code Ann., Com. Law §§ 11-1201 - 11-1209 Maryland Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 11-1207. Effect on other law *Same as UTSA but for the addition of:* (2) Nothing contained in this act may be applied or construed to waive or limit any common law or statutory defense or immunity possessed by State personnel as defined under § 12-101 of the State Government Article.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 11-1208. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Md. Code Ann., General Provisions § 1-210. Severability In general (a) Except as otherwise provided, the provisions of all statutes enacted after July 1, 1973, are severable. When part of statute found to be unconstitutional or void (b) The finding by a court that part of a statute is unconstitutional or void does not affect the validity of the remaining portions of the statute, unless the court finds that the remaining valid provisions alone are incomplete and incapable of being executed in accordance with the legislative intent.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Maryland Md. Code Ann., Com. Law §§ 11-1201 - 11-1209 Maryland Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Massachusetts MA S.2418, 189th Gen. Ct. (Ma. 2016) *[H.4434 substantially the same]* Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	Section 1. As used in this chapter, the following words shall have the following meanings unless the context clearly requires otherwise: "Improper means", without limitation, theft, bribery, misrepresentation, unreasonable intrusion into private physical or electronic space or breach or inducement of a breach of a confidential relationship or other duty ~~maintain secrecy, or espionage through electronic or other means;~~ to limit acquisition, disclosure or use of information; provided, however, that "improper means" shall not include reverse engineering from properly accessed materials or information.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	Section 1. *Substantively identical to UTSA but for:* (ii)(C) before a material change of the actor's position, knew or had reason to know that what was disclosed ~~it~~ was a trade secret and that such person's knowledge of the trade secret ~~it~~ had been acquired by accident, mistake or through another person's act described in subclause (A) of clause (ii) or subclauses (1) or (2) of subclause (B) of said clause (ii).
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Section 1. *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	Section 1(4) "Trade secret", specified or specifiable information, whether or not fixed in tangible form or embodied in any tangible thing, including, but not limited to, a formula, pattern, compilation, program, device, method, technique, process, business strategy, customer list, invention or scientific, technical, financial or customer data that, at the time of the alleged misappropriation: [i] ~~derives~~ provided economic ~~value~~ advantage, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, others who ~~can~~ might obtain economic ~~value~~ advantage from its acquisition, disclosure or use; and [ii] ~~is~~ was the subject of efforts that were reasonable under the circumstances, ~~to maintain its secrecy.~~ to protect against the acquisition, disclosure or use of such information without the consent of the person properly asserting rights therein or such person's predecessor in interest including, but not limited to, reasonable notice.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Massachusetts MA S.2418, 189th Gen. Ct. (Ma. 2016) *[H.4434 substantially the same]* Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	Section 2 (a) Actual or threatened misappropriation may be enjoined upon principles of equity, including, but not limited to, consideration of prior conduct and the circumstances of potential use, upon a showing that information qualifying as a trade secret has been or is threatened to be misappropriated. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist; provided, however, that ~~but~~ the injunction may be continued for an additional reasonable period of time if necessary ~~in order~~ to eliminate any economic ~~commercial~~ advantage that otherwise would be derived from misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for not longer than the period of time for which use could have been prohibited. For purposes of this subsection, "exceptional circumstances" shall include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	Section 3. (a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation of information qualifying as a trade secret. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by the imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice the amount of an award made under subsection (a).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	Section 4 The court may award reasonable attorneys' fees and costs to the prevailing party if: (i) a claim of misappropriation is made or defended in bad faith; (ii) a motion to enter or to terminate an injunction is made or resisted in bad faith; or (iii) willful and malicious misappropriation exists. In considering an award of reasonable attorneys' fees, the court may take into account the claimant's specification of trade secrets and the proof that the alleged trade secrets were misappropriated.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	Section 5 (a) In an action under this chapter, a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in camera hearings, sealing the records of the action and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval. (b) In an action alleging misappropriation under this chapter, a party shall state with reasonable particularity the circumstances thereof, including the nature of the trade secret and the basis for its protection. Before commencing discovery relating to an alleged trade secret, the party alleging misappropriation shall identify the trade secret with sufficient particularity under the circumstances of the case to allow the court to determine the appropriate parameters of discovery and to reasonably enable other parties to prepare their defense.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	Section 6 *Substantially identical to the UTSA*

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Massachusetts MA S.2418, 189th Gen. Ct. (Ma. 2016) *[H.4434 substantially the same]* Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	Section 7 (a) Except as provided in subsection (b), this chapter ~~displaces~~ shall supersede any conflicting ~~tort, restitutionary, and other~~ laws of the Commonweath ~~this state~~ that provide ~~providing~~ civil remedies for ~~the~~ misappropriation ~~of a trade secret~~. (b) This chapter shall not affect: (1) contractual remedies;~~, whether or not based upon misappropriation of a trade secret.~~ provided that, to the extent such remedies are based on an interest in the economic advantage of information claimed to be confidential, such confidentiality shall be determined according to the definition of trade secret in section 1 and the terms and circumstances of the underlying contract shall be considered in such determination; (2) remedies based on submissions to governmental units; (3) other civil remedies to the extent that those remedies are not based upon misappropriation of a trade secret; or (4) criminal remedies, whether or not based upon misappropriation of a trade secret.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	Section 8 *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	G.L. c. 4, § 6. Rules for construction of statutes Eleventh, The provisions of any statute shall be deemed severable, and if any part of any statute shall be adjudged unconstitutional or invalid, such judgment shall not affect other valid parts thereof.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Massachusetts MA S.2418, 189th Gen. Ct. (Ma. 2016) *[H.4434 substantially the same]* Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Michigan Mich. Comp. Laws Ann. §§ 445.1901 - 445.1910 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	445.1902. Definitions *Same as UTSA but for:* Sec. 2. As used in this act ~~unless the context requires otherwise~~:
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 445.1902(b) *Substantively identical to UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 445.1902(c) *"Person" means ~~a natural person~~ an individual, corporation, ~~business trust, estate, trust,~~ partnership, association, ~~joint venture, government, governmental subdivision or agency,~~ governmental entity, or any other legal ~~or commercial~~ entity.*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 445.1902(a) *Same as UTSA*
Definitions Not in UTSA		

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Michigan Mich. Comp. Laws Ann. §§ 445.1901 - 445.1910 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 445.1903. Actual or threatened misappropriation of trade secrets; injunction (1) Actual or threatened misappropriation may be enjoined. Upon application to the court of competent jurisdiction, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (2) ~~In exceptional circumstances,~~ If a court determines that it would be unreasonable to prohibit future use of a trade secret, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (3) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 445.1904. Recovery of damages for misappropriation; exceptions Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. ~~(b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).~~
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 445.1905. Claims made in bad faith; motion to terminate injunction *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 445.1906. Preservation of secrecy of alleged trade secret, means *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 445.1907. Statute of limitations for bringing misappropriation action *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Michigan Mich. Comp. Laws Ann. §§ 445.1901 - 445.1910 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 445.1908. Displacement of other civil remedies *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 445.1909. Application and construction of act *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Mich. Comp. Laws Ann. § 8.5. Severability In the construction of the statutes of this state the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the legislature, that is to say: If any portion of an act or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the act which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the court to be inoperable, and to this end acts are declared to be severable.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 445.1910. Effective date of act; application This act takes effect October 1, 1998 and does not apply to misappropriation occurring before the effective date. With respect to a continuing misappropriation that began before the effective date, this act does not apply to the continuing misappropriation that occurs after the effective date.

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Fed/State	Uniform Trade Secrets Act	Michigan Mich. Comp. Laws Ann. §§ 445.1901 - 445.1910 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Minnesota Minn. Stat. Ann. §§ 325C.01 - 325C.08 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 325C.01 *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 325C.01(3) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 325C.01(4) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 325C.01(5) *Same as UTSA but for the addition of:* The existence of a trade secret is not negated merely because an employee or other person has acquired the trade secret without express or specific notice that it is a trade secret if, under all the circumstances, the employee or other person knows or has reason to know that the owner intends or expects the secrecy of the type of information comprising the trade secret to be maintained.
Definitions Not in UTSA		

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Minnesota Minn. Stat. Ann. §§ 325C.01 - 325C.08 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 325C.02. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 325C.03. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 325C.04. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 325C.05. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 325C.06. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Minnesota Minn. Stat. Ann. §§ 325C.01 - 325C.08 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 325C.07. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Minn. Stat. Ann. § 645.20. Construction of severable provisions Unless there is a provision in the law that the provisions shall not be severable, the provisions of all laws shall be severable. If any provision of a law is found to be unconstitutional and void, the remaining provisions of the law shall remain valid, unless the court finds the valid provisions of the law are so essentially and inseparably connected with, and so dependent upon, the void provisions that the court cannot presume the legislature would have enacted the remaining valid provisions without the void one; or unless the court finds the remaining valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Minnesota Minn. Stat. Ann. §§ 325C.01 - 325C.08 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Mississippi Miss. Code Ann. §§ 75-26-1 - 75-26-19 Mississippi Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 75-26-3(a) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 75-26-3(b) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 75-26-3(c) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 75-26-3(d) *Same as UTSA*
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Fed/State	Uniform Trade Secrets Act	Mississippi Miss. Code Ann. §§ 75-26-1 - 75-26-19 Mississippi Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 75-26-5. Injunctions; protective orders *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 75-26-7. Damages (1) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (2) If willful and malicious misappropriation exists, the court may award exemplary damages ~~in an amount not exceeding twice any award made under subsection (1)~~.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 75-26-9. Attorney's fees for prevailing party *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 75-26-11. Preservation of secrecy during litigation *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 75-26-13. Limitations period *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Mississippi Miss. Code Ann. §§ 75-26-1 - 75-26-19 Mississippi Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 75-26-15. Applicability of chapter *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 75-26-17. Construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 75-26-19. Severability *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Mississippi Miss. Code Ann. §§ 75-26-1 - 75-26-19 Mississippi Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Missouri Mo. Ann. Stat. §§ 417.450 - 417.467 Missouri Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 417.453(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 417.453(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 417.453(3) "Person", a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, governmental subdivision or agency, or any other legal or commercial entity, whether for profit or not for profit;
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 417.453(1)(4) "Trade secret", information, including but not limited to, technical or nontechnical data, a formula, pattern, compilation, program, device, method, technique, or process, that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
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Fed/State	Uniform Trade Secrets Act	Missouri Mo. Ann. Stat. §§ 417.450 - 417.467 Missouri Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 417.455. Actual or threatened misappropriation--injunction *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 417.457. Damages for misappropriation 1. Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. 2. ~~If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (1).~~ If misappropriation is outrageous because of the misappropriator's evil motive or reckless indifference to the rights of others, the court may award punitive damages.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	*None*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 417.459. Preservation of secrecy by court *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 417.461. Limitation of actions An action for misappropriation shall be brought within ~~three~~ five years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.

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Fed/State	Uniform Trade Secrets Act	Missouri Mo. Ann. Stat. §§ 417.450 - 417.467 Missouri Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 417.463. Available remedies 1. Except as provided in subsection 2 of this section, sections 417.450 to 417.467 displace conflicting tort, restitutionary, and other laws of this state providing civil remedies for misappropriation of a trade secret. 2. Sections 417.450 to 417.467 shall not affect: (1) Contractual remedies, whether or not based upon misappropriation of a trade secret; or (2) Other civil remedies that are not based upon misappropriation of a trade secret; or (3) Criminal remedies, whether or not based upon misappropriation of a trade secret; or (4) The discovery of facts, opinions, information, documents, things, and any other matters discoverable in litigation, except in litigation which alleges misappropriation of trade secrets as a cause of action.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	417.465. Application and construction of act *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Mo. Ann. Stat. § 1.140. Severability of statute provisions The provisions of every statute are severable. If any provision of a statute is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of the statute are valid unless the court finds the valid provisions of the statute are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed the legislature would have enacted the valid provisions without the void one; or unless the court finds that the valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Missouri Mo. Ann. Stat. §§ 417.450 - 417.467 Missouri Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Montana Mont. Code Ann. §§ 30-14-401 - 30-14-409 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 30-14-402(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 30-14-402(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 30-14-402(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 30-14-402(4) (4) "Trade secret" means information or computer software, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Montana Mont. Code Ann. §§ 30-14-401 - 30-14-409 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 30-14-403. Injunctive relief--royalty *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 30-14-404. Damages (1) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages may include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized use of a trade secret. (2) If willful and malicious misappropriation exists, the court may award exemplary damages ~~in an amount not exceeding twice any award made under subsection (a).~~
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 30-14-405. Costs and attorney fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 30-14-406. Preservation of secret *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 30-14-407. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Montana Mont. Code Ann. §§ 30-14-401 - 30-14-409 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 30-14-408. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 30-14-409. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*Reichert v. State ex rel. McCulloch*, 278 P.3d 455, 482 (2012). *Severability is a principle established by caselaw.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Montana Mont. Code Ann. §§ 30-14-401 - 30-14-409 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Nebraska Neb. Rev. Stat. §§ 87-501 - 87-507 Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 87-502(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 87-502(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 87-502(3) Person shall mean a natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity; and
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 87-502(4) Trade secret shall mean information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that: (a) Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Nebraska Neb. Rev. Stat. §§ 87-501 - 87-507 Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 87-503. Misappropriation; injunction; royalty; affirmative acts *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 87-504. Misappropriation; damages Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or having reason to know of the misappropriation renders a monetary recovery inequitable, a complainant shall be entitled to recover damages for misappropriation. Damages may include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. ~~(b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).~~
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	*None*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 87-505. Court proceedings; preserve secrecy In an action under the Trade Secrets Act, the court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include, but not be limited to, granting protective orders in connection with discovery proceedings ~~holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.~~ and ordering nondisclosure of the alleged trade secret by the parties' attorneys, witnesses, or experts. The disclosure or publication of a trade secret in a court proceeding or as a result thereof shall not constitute an abandonment of the secret.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 87-506. Statute of limitation An action for misappropriation shall be brought within ~~three~~ four years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For purposes of this section, a continuing misappropriation shall constitute a single claim.

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Fed/State	Uniform Trade Secrets Act	Nebraska Neb. Rev. Stat. §§ 87-501 - 87-507 Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	*None*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*Ewing v. Scotts Bluff County Bd. of Equalization,* 420 N.W.2d 685, 690-91 (1988). Severability is a principle established by caselaw.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 87-507. Applicability of act The Trade Secrets Act shall not apply to any misappropriation occurring prior to July 9, 1988. With respect to a continuing misappropriation that began prior to July 9, 1988, such act also shall not apply to the continuing misappropriation that occurs after such date.

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Fed/State	Uniform Trade Secrets Act	Nebraska Neb. Rev. Stat. §§ 87-501 - 87-507 Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Nevada Nev. Rev. Stat. Ann. §§ 600A.010 - 600A.100 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 600A.030(1) "Improper means" includes, without limitation: (a) Theft; (b) Bribery; (c) Misrepresentation; (d) Willful breach or willful inducement of a breach of a duty to maintain secrecy; (e) Willful breach or willful inducement of a breach of a duty imposed by common law, statute, contract, license, protective order or other court or administrative order; and (f) Espionage through electronic or other means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 600A.030(2) *Same as UTSA but for the addition of:* (a) Acquisition of the trade secret of another by a person by improper means;
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 600A.030(4) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 600A.030(5) "Trade secret" means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		§ 600A.31(3) "Owner" means the person who holds legal or equitable title to a trade secret.

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Fed/State	Uniform Trade Secrets Act	Nevada Nev. Rev. Stat. Ann. §§ 600A.010 - 600A.100 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 600A.040. Actual or threatened misappropriation: Injunctive relief *Substantively identical to UTSA but for the addition of:* 3. In appropriate circumstances, the court may order affirmative acts to protect a trade secret. As used in this subsection, "affirmative acts" includes, without limitation, issuing an injunction or order requiring that a trade secret which has been misappropriated and posted, displayed or otherwise disseminated on the Internet be removed from the Internet immediately.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 600A.050. Misappropriation: Damages *Same as UTSA but for:* 2. If willful, wanton or reckless misappropriation or disregard of the rights of the owner of the trade secret exists, the court may award exemplary damages in an amount not exceeding twice the award made under subsection 1.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 600A.060. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 600A.070. Preservation of secrecy ~~In any action under this [Act]~~ civil or criminal action, the court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include, without limitation: 1. Granting protective orders in connection with discovery proceedings; 2. Holding hearings in camera; 3. Sealing the records of the action; 4. Determining the need for any information related to the trade secret before allowing discovery; 5. Allowing the owner of the trade secret to obtain a signed agreement of confidentiality from any party who obtains knowledge of the trade secret; 6. Ordering a person who obtains knowledge of the trade secret to return to the owner of the trade secret any writing which reflects or contains the trade secret; and 7. Ordering any person involved in the litigation not to disclose an alleged trade secret without previous court approval.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 600A.080. Limitation of actions *Same as UTSA*

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Nevada Nev. Rev. Stat. Ann. §§ 600A.010 - 600A.100 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 600A.090. Effect of chapter on other law and remedies 1. Except as otherwise provided in subsection 2, this chapter displaces conflicting tort, restitutionary, and other law of this state providing civil remedies for misappropriation of a trade secret. 2. This chapter does not affect: (a) Contractual remedies, whether or not based upon misappropriation of a trade secret; (b) Other civil remedies that are not based upon misappropriation of a trade secret; or (c) Except as otherwise provided in NRS 600A.035, criminal sanctions, whether or not based upon misappropriation of a trade secret.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Nev. Rev. Stat. Ann. § 0.020. Severability 1. If any provision of the Nevada Revised Statutes, or the application thereof to any person, thing or circumstance is held invalid, such invalidity shall not affect the provisions or application of NRS which can be given effect without the invalid provision or application, and to this end the provisions of NRS are declared to be severable. 2. The inclusion of an express declaration of severability in the enactment of any provision of NRS or the inclusion of any such provision in NRS, does not enhance the severability of the provision so treated or detract from the severability of any other provision of NRS.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 600A.020. Repealed § 600A.032. Presumption of reasonable effort by owner to maintain secrecy; rebuttal of presumption The owner of a trade secret is presumed to make a reasonable effort to maintain its secrecy if the word "Confidential" or "Private" or another indication of secrecy is placed in a reasonably noticeable manner on any medium or container that describes or includes any portion of the trade secret. This presumption may be rebutted only by clear and convincing evidence that the owner did not take reasonable efforts to maintain the secrecy of the trade secret. § 600A.035. Theft of trade secrets prohibited; criminal penalties *[Omitted from chart]* § 600A.055. Misappropriation and posting or dissemination on Internet: Effect A trade secret that is misappropriated and posted, displayed or otherwise disseminated on the Internet shall be deemed to remain a trade secret as defined in NRS 600A.030 and not to have "ceased to exist" for the purposes of subsection 1 of NRS 600A.040 if: 1. The owner, within a reasonable time after discovering that the trade secret has been misappropriated and posted, displayed or otherwise disseminated on the Internet, obtains an injunction or order issued by a court requiring that the trade secret be removed from the Internet; and 2. The trade secret is removed from the Internet within a reasonable time after the injunction or order requiring removal of the trade secret is issued by the court. § 600A.100. Inapplicability of chapter to acts which occurred before, or began before and continue after, July 1, 1987 This chapter does not apply to a misappropriation that occurred before July 1, 1987, or to a misappropriation that began before and continues after July 1, 1987.

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Fed/State	Uniform Trade Secrets Act	Nevada Nev. Rev. Stat. Ann. §§ 600A.010 - 600A.100 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	New Hampshire N.H. Rev. Stat. §§ 350-B:1 - 350-B:9 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 350-B:1(I) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 350-B:1(II) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 350-B:1(III) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 350-B:1(IV) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	New Hampshire N.H. Rev. Stat. §§ 350-B:1 - 350-B:9 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 350-B:2 Injunctive Relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 350-B:3 Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 350-B:4 Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 350-B:5 Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 350-B:6 Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	New Hampshire N.H. Rev. Stat. §§ 350-B:1 - 350-B:9 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 350-B:7 Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 350-B:8 Uniformity of construction and application *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*Associated Press v. State* , 888 A.2d 1236, 1255 (2005). *Statutes should be severed when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	New Hampshire N.H. Rev. Stat. §§ 350-B:1 - 350-B:9 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	New Jersey N.J. Stat. Ann. §§ 56:15-1 - 56:15-9 New Jersey Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 56:15-2. Definitions As used in this act~~, unless the context requires otherwise~~: "Improper means" means the theft, bribery, misrepresentation, breach or inducement of a breach of an express or implied duty to maintain the secrecy of, or to limit the use or disclosure of, a trade secret, or espionage through electronic or other means, access that is unauthorized or exceeds the scope of authorization, or other means that violate a person's rights under the laws of this State.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 56:15-2 "Misappropriation" means: (1) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (2) Disclosure or use of a trade secret of another without express or implied consent of the trade secret owner by a person who: (a) used improper means to acquire knowledge of the trade secret; or (b) at the time of disclosure or use, knew or had reason to know that the knowledge of the trade secret was derived from or acquired through improper means; or ~~(I) derived from or through a person who had utilized improper means to acquire it;~~ ~~(II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or~~ ~~(III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or~~ (c) before a material change of position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired ~~by accident or mistake~~ through improper means.
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 56:15-2 "Person" *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 56:15-2 "Trade Secret" "Trade secret" means information, held by one or more people, without regard to form, including a formula, pattern, business data compilation, program, device, method, technique, design, diagram, drawing, invention, plan, procedure, prototype or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		§ 56:15-2 Definitions "Proper means" means discovery by independent invention, discovery by reverse engineering, discovery under a license from the owner of the trade secret, observation of the information in public use or on public display, obtaining the trade secret from published literature, or discovery or observation by any other means that is not improper. "Reverse engineering" means the process of starting with the known product and working backward to find the method by which it was developed so long as the acquisition of the known product was lawful or from sources having the legal right to convey it, such as the purchase of the item on the open market.

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Fed/State	Uniform Trade Secrets Act	New Jersey N.J. Stat. Ann. §§ 56:15-1 - 56:15-9 New Jersey Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 56:15-3. Injunctive relief for actual or threatened misappropriation; additional relief for exceptional circumstances *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 56:15-4. Award of damages; punitive damages a. Except to the extent that circumstances, including a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. b. If willful and malicious misappropriation exists, the court may award punitive damages in an amount not exceeding twice any award made under subsection a. of this section.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 56:15-6. Attorney's fees and costs; bad faith litigation The court may award to the prevailing party reasonable attorney's fees and costs, including a reasonable sum to cover the service of expert witnesses, if: a. willful and malicious misappropriation exists; b. a claim of misappropriation is made in bad faith; or c. a motion to terminate an injunction is made or resisted in bad faith. For purposes of this section, "bad faith" is that which is undertaken or continued solely to harass or maliciously injure another, or to delay or prolong the resolution of the litigation, or that which is without any reasonable basis in fact or law and not capable of support by a good faith argument for an extension, modification or reversal of existing law.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 56:15-7. Preservation of secrecy In an action under this act, a court shall preserve the secrecy of an alleged trade secret by reasonable means ~~which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval~~ consistent with the Rules of Court as adopted by the Supreme Court of New Jersey.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 56:15-8. Statute of limitations; continuing misappropriations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	New Jersey N.J. Stat. Ann. §§ 56:15-1 - 56:15-9 New Jersey Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 56:15-9. Rights and remedies deemed supplemental; governing law a. The rights, remedies and prohibitions provided under this act are in addition to and cumulative of any other right, remedy or prohibition provided under the common law or statutory law of this State and nothing contained herein shall be construed to deny, abrogate or impair any common law or statutory right, remedy or prohibition except as expressly provided in subsection b. of this section. b. ~~Except as provided in subsection (c)~~This act ~~displaces~~ shall supersede conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. ~~(c) This [Act] does not affect:~~ ~~(1) contractual remedies, whether or not based upon misappropriation of a trade secret;~~ ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ ~~(3) criminal remedies, whether or not based upon misappropriation of a trade secret.~~ c. In any action for misappropriation of a trade secret brought against a public entity or public employee, the provisions of the "New Jersey Tort Claims Act" (N.J.S.59:1-1 et seq.) shall supersede any conflicting provisions of this act
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	N.J. Stat. Ann. § 1:1-10. Partial unconstitutionality If any title, subtitle, chapter, article or section of the Revised Statutes, or of any statute or any provision thereof, shall be declared to be unconstitutional, invalid or inoperative, in whole or in part, by a court of competent jurisdiction, such title, subtitle, chapter, article, section or provision shall, to the extent that it is not unconstitutional, invalid or inoperative, be enforced and effectuated, and no such determination shall be deemed to invalidate or make ineffectual the remaining titles, subtitles, chapters, articles, sections or provisions.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 56:15-5. Defenses deemed negated A person who misappropriates a trade secret shall not use as a defense to the misappropriation that proper means to acquire the trade secret existed at the time of the misappropriation.

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Fed/State	Uniform Trade Secrets Act	New Jersey N.J. Stat. Ann. §§ 56:15-1 - 56:15-9 New Jersey Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	New Mexico N.M. Stat. Ann. §§ 57-3A-1 - 57-3A-7 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 57-3A-2. Definitions As used in the Uniform Trade Secrets Act ~~unless the context requires otherwise~~: A. "improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy or espionage through electronic or other means;
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 57-3A-2(B) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 57-3A-2(C) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 57-3A-2(D) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	New Mexico N.M. Stat. Ann. §§ 57-3A-1 - 57-3A-7 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 57-3A-3. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 57-3A-4. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 57-3A-5. Attorney's fees *Substantively identical to UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 57-3A-6. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 57-3A-7. Statute of Limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	New Mexico N.M. Stat. Ann. §§ 57-3A-1 - 57-3A-7 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	*None*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*Baca v. New Mexico Dept. of Public Safety*, 47 P.3d 441, 444-45 (2002). *Absence of provision creates weak presumption against severability but statutes should be severed when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	New Mexico N.M. Stat. Ann. §§ 57-3A-1 - 57-3A-7 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	New York 2015 NY Senate Bill S3770 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	Proposed Legislation
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 279-N(a) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 279-N(b) Misappropriation means: (1) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (2) duplicating, sketching, drawing, photographing, downloading, uploading, concealing, altering, destroying, replicating, transmitting, delivering, sending, mailing, communicating, or conveying a trade secret without authorization; or (3) receiving, buying, or possessing a trade secret, knowing the same to have been stolen or appropriated, obtained, or converted without authorization; or (4) disclosure or use of a trade secret of another without express or implied consent by a person who: (i) used improper means to acquire knowledge of the trade secret; or (ii) at the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade secret was: (a) derived from or through a person who had utilized improper means to acquire it; (b) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (iii) before a material change of his or her position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake;
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 279N(c) Person means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity;
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 279-N(d) Trade secret means any form and type of financial, business, scientific, technical, economic, or engineering information, including a pattern, plan, compilation, program device, formula, design, prototype, method, technique, process, procedure, program, or code, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically or in writing, that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	New York 2015 NY Senate Bill S3770 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 279-O. Injunctive Relief *Substantively identical to UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 279-P. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 279-Q. Attorney's fees If (a) a claim of misappropriation is made or continued in bad faith, (b) a motion to terminate an injunction is made or resisted or continued in bad faith, or (c) a willful or malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party. For purposes of this section, a claim of misappropriation is made or continued in bad faith or a motion to terminate an injunction is made or resisted or continued in bad faith if it is undertaken or continued solely to harass or maliciously injure another or to delay or prolong the resolution of the litigation; or it is undertaken or continued without any reasonable basis in fact or law and could not be supported by a good faith argument for an extension, modification or reversal of existing law.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 279-R. Preservation of secrecy In an action under this article, a court shall preserve the secrecy of an alleged trade secret by reasonable means, including but not limited to, granting protective orders in connection with discovery ~~proceedings~~ devices pursuant to the provisions of section thirty-one hundred three of the civil practice law and rules, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 279-S. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	New York 2015 NY Senate Bill S3770 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 279-T. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 279-U. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 279-V. Severability *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	New York 2015 NY Senate Bill S3770 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	North Carolina N.C. Gen. Stat. Ann. §§ 66-152 - 66-162 Trade Secrets Protection Act
UTSA Version Adopted	1985 version	Not Officially Adopted
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	*None*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 66-152(1) "Misappropriation" means acquisition, disclosure, or use of a trade secret of another without express or implied authority or consent, unless such trade secret was arrived at by independent development, reverse engineering, or was obtained from another person with a right to disclose the trade secret.
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 66-152(2) *Substantively identical to UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 66-152(3) "Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: a. Derives independent ~~economic value,~~ actual or potential~~,~~ commercial value from not being generally known ~~to~~ or readily ascertainable ~~by proper means~~ through independent development or reverse engineering by ~~other~~ persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	North Carolina N.C. Gen. Stat. Ann. §§ 66-152 - 66-162 Trade Secrets Protection Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 66-154. Remedies (a) Except as provided herein, actual or threatened misappropriation of a trade secret may be preliminarily enjoined during the pendency of the action and shall be permanently enjoined upon judgment finding misappropriation for the period that the trade secret exists plus an additional period as the court may deem necessary under the circumstances to eliminate any inequitable or unjust advantage arising from the misappropriation. (1) If the court determines that it would be unreasonable to enjoin use after a judgment finding misappropriation, an injunction may condition such use upon payment of a reasonable royalty for any period the court may deem just. In appropriate circumstances, affirmative acts to protect the trade secret may be compelled by order of the court. (2) A person who in good faith derives knowledge of a trade secret from or through misappropriation or by mistake, or any other person subsequently acquiring the trade secret therefrom or thereby, shall be enjoined from disclosing the trade secret, but no damages shall be awarded against any person for any misappropriation prior to the time the person knows or has reason to know that it is a trade secret. If the person has substantially changed his position in good faith reliance upon the availability of the trade secret for future use, he shall not be enjoined from using the trade secret but may be required to pay a reasonable royalty as deemed just by the court. If the person has acquired inventory through such knowledge or use of a trade secret, he can dispose of the inventory without payment of royalty. If his use of the trade secret has no adverse economic effect upon the owner of the trade secret, the only available remedy shall be an injunction against disclosure.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 66-154. Remedies (b) In addition to the relief authorized by subsection (a), actual damages may be recovered, measured by the economic loss or the unjust enrichment caused by misappropriation of a trade secret, whichever is greater. (c) If willful and malicious misappropriation exists, the trier of fact also may award punitive damages in its discretion.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 66-154(d) If a claim of misappropriation is made in bad faith~~, a motion to terminate an injunction is made or resisted in bad faith,~~ or if willful and malicious misappropriation exists, the court may award reasonable attorneys' fees to the prevailing party.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§66-156. Preservation of secrecy *Substantively identical*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 66-157. Statute of limitations *Substantively identical but for:* An action for misappropriation of a trade secret must be commenced within three years after the misappropriation complained of is or reasonably should have been discovered. ~~For the purposes of this section, a continuing misappropriation constitutes a single claim.~~

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	North Carolina N.C. Gen. Stat. Ann. §§ 66-152 - 66-162 Trade Secrets Protection Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	*None*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*State v. Webb*, 591 S.E.2d 505, 511-12 (2004). *Statute should be severed when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 66-153. Action for misappropriation The owner of a trade secret shall have remedy by civil action for misappropriation of his trade secret. § 66-155. Burden of proof Misappropriation of a trade secret is prima facie established by the introduction of substantial evidence that the person against whom relief is sought both: (1) Knows or should have known of the trade secret; and (2) Has had a specific opportunity to acquire it for disclosure or use or has acquired, disclosed, or used it without the express or implied consent or authority of the owner. This prima facie evidence is rebutted by the introduction of substantial evidence that the person against whom relief is sought acquired the information comprising the trade secret by independent development, reverse engineering, or it was obtained from another person with a right to disclose the trade secret. This section shall not be construed to deprive the person against whom relief is sought of any other defenses provided under the law. §§ 66-158 - 66-162. Reserved

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Fed/State	Uniform Trade Secrets Act	North Carolina N.C. Gen. Stat. Ann. §§ 66-152 - 66-162 Trade Secrets Protection Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	North Dakota N.D. Cent. Code §§ 47-25.1-01 - 47-25.1-08 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 47-25.1-01(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 47-25.1-01(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 47-25.1-01(3) "Person" means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 47-25.1-01(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	North Dakota N.D. Cent. Code §§ 47-25.1-01 - 47-25.1-08 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 47-25.1-02. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 47-25.1-03. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 47-25.1-04. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 47-25.1-05. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 47-25.1-06. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	North Dakota N.D. Cent. Code §§ 47-25.1-01 - 47-25.1-08 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 47-25.1-07. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	N.D. Cent. Code § 1-02-20. Severability In the event that any clause, sentence, paragraph, chapter, or other part of any title, is adjudged by any court of competent or final jurisdiction to be invalid, such judgment does not affect, impair, nor invalidate any other clause, sentence, paragraph, chapter, section, or part of such title, but is confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment has been rendered.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	North Dakota N.D. Cent. Code §§ 47-25.1-01 - 47-25.1-08 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Ohio Ohio Rev. Code. Ann. §§ 1333.61 - 1333.69 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 1333.61(A) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 1333.61(B) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 1333.61(C) "Person" has the same meaning as in division (C) of section 1.59 of the Revised Code and includes governmental entities. § 1.59(C) "Person" includes ~~a natural person~~ an individual, corporation, business trust, estate, trust, partnership, and association~~, joint venture, government governmental subdivision or agency, or any other legal or commercial entity~~.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 1333.61(D) "Trade secret" means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following: (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Ohio Ohio Rev. Code. Ann. §§ 1333.61 - 1333.69 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 1333.62 Injunctions (A) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, ~~but~~ unless the court finds that termination of the injunction is likely to provide a person who committed an actual or threatened misappropriation with a resulting commercial advantage, in which case the injunction shall be continued for an additional reasonable time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (B) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the time for which use could have been prohibited. Exceptional circumstances include a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (C) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 1333.63 Damages (A) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant in a civil action is entitled to recover damages for misappropriation. Damages may include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty that is equitable under the circumstances considering the loss to the complainant, the benefit to the misappropriator, or both, for a misappropriator's unauthorized disclosure or use of a trade secret. (B) If willful and malicious misappropriation exists, the court may award punitive or exemplary damages in an amount not exceeding ~~twice~~ three times any award made under division (A) of this section.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 1333.64 Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 1333.65 Court preserving of trade secret *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 1333.66 Limitation of actions An action for misappropriation ~~must be brought~~ shall be commenced within ~~three~~ four years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.

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Fed/State	Uniform Trade Secrets Act	Ohio Ohio Rev. Code. Ann. §§ 1333.61 - 1333.69 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 1333.67 Remedies *Substantively identical to UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 1333.68 Construction of act *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Ohio Rev. Code Ann. § 1.50 Severability of statutory provisions If any provision of a section of the Revised Code or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the section or related sections which can be given effect without the invalid provision or application, and to this end the provisions are severable.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Ohio Ohio Rev. Code. Ann. §§ 1333.61 - 1333.69 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Oklahoma Okla. St. Ann. tit. 78, §§ 85 - 95 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 86(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 86(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 86(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 86(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Oklahoma Okla. St. Ann. tit. 78, §§ 85 - 95 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 87. Injunctions--Court orders *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 88. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 89. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 90. Means of preserving trade secrets In an action brought pursuant to the provisions of the Uniform Trade Secrets Act, a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings pursuant to the provisions of Section 3203 of Title 12 of the Oklahoma Statutes, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 91. Limitation of actions *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Oklahoma Okla. St. Ann. tit. 78, §§ 85 - 95 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 92. Operation and effect of act--Exemptions *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 93. Application and construction of act *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Okla. St. Ann. tit. 75 § 11a. Construction of statutes--Severability In the construction of the statutes of this state, the following rules shall be observed: 1. For any act enacted on or after July 1, 1989, unless there is a provision in the act that the act or any portion thereof or the application of the act shall not be severable, the provisions of every act or application of the act shall be severable. If any provision or application of the act is found to be unconstitutional and void, the remaining provisions or applications of the act shall remain valid, unless the court finds: a. the valid provisions or application of the act are so essentially and inseparably connected with, and so dependent upon, the void provisions that the court cannot presume the Legislature would have enacted the remaining valid provisions without the void one; or b. the remaining valid provisions or applications of the act, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. 2. For acts enacted prior to July 1, 1989, whether or not such acts were enacted with an express provision for severability, it is the intent of the Oklahoma Legislature that the act or any portion of the act or application of the act shall be severable unless: a. the construction of the provisions or application of the act would be inconsistent with the manifest intent of the Legislature; b. the court finds the valid provisions of the act are so essentially and inseparably connected with and so dependent upon the void provisions that the court cannot presume the Legislature would have enacted the remaining valid provisions without the void one; or c. the court finds the remaining valid provisions standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 94. Exemptions The Uniform Trade Secrets Act1 shall not be construed to apply: 1. to a misappropriation occurring prior to the effective date of this act; or 2. with respect to a continuing misappropriation that began prior to the effective date of this act, to the continuing misappropriation that occurs after the effective date of this act. § 95. Repealed

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Fed/State	Uniform Trade Secrets Act	Oklahoma Okla. St. Ann. tit. 78, §§ 85 - 95 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Oregon Or. Rev. Stat. Ann. §§ 646.461 - 646.475 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 646.461(1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy or espionage through electronic or other means. Reverse engineering and independent development alone shall not be considered improper means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 646.461(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 646.461(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 646.461(4) "Trade secret" means information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that: (a) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Oregon Or. Rev. Stat. Ann. §§ 646.461 - 646.475 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 646.463. Enjoining misappropriation; payment of royalties; affirmative acts *Substantively identical to UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 646.465. Misappropriation; damages (1) A complainant is entitled to recover damages adequate to compensate for misappropriation, unless a material and prejudicial change of position by a defendant prior to acquiring knowledge or reason to know of the misappropriation renders a monetary recovery inequitable. (2) Damages may include both the actual loss caused by misappropriation, and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss, but shall not be less than a reasonable royalty for the unauthorized disclosure or use of a trade secret. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ (3) Upon a finding of willful or malicious misappropriation, punitive damages may be awarded in an amount not exceeding twice any award made under subsections (1) and (2) of this section.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 646.467. Attorney fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 646.469. Trade secret; preservation; methods *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 646.471. Commencement of action; limitation *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Oregon Or. Rev. Stat. Ann. §§ 646.461 - 646.475 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 646.473. Conflicting tort, restitution, or remedies by other law; exclusions; limited immunity (1) Except as provided in subsection (2) of this section, ORS 646.461 to 646.475 supersede conflicting tort, restitution or other law of Oregon providing civil remedies for misappropriation of a trade secret. (2) ORS 646.461 to 646.475 shall not affect: (a) Contractual remedies, whether or not based upon misappropriation of a trade secret; (b) Other civil remedies that are not based upon misappropriation of a trade secret; (c) Criminal remedies, whether or not based upon misappropriation of a trade secret; or (d) Any defense, immunity or limitation of liability afforded public bodies, their officers, employees or agents under ORS 30.260 to 30.300. (3) Notwithstanding any other provision in ORS 646.461 to 646.475, public bodies and their officers, employees and agents are immune from any claim or action for misappropriation of a trade secret that is based on the disclosure or release of information in obedience to or in good faith reliance on any order of disclosure issued pursuant to ORS 192.410 to 192.490 or on the advice of an attorney authorized to advise the public body, its officers, employees or agents.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 646.475(1). Application and construction; short title; invalidity *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 646.475(3). Application and construction; short title; invalidity *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Oregon Or. Rev. Stat. Ann. §§ 646.461 - 646.475 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Pennsylvania 12 Pa. Stat. and Cons. Stat. Ann. §§ 5301 - 5308 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 5302. Definitions The following words and phrases when used in this chapter shall have the meanings given to them in this section unless the context clearly indicates otherwise: "Improper means." Includes, but is not limited to, theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy or espionage through electronic or other means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 5302. "Misappropriation" *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 5302. "Person" *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 5302. "Trade secret" Information, including a formula, drawing, pattern, compilation including a customer list, program, device, method, technique or process that: (1) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		§ 5302. "Willful and malicious." Such intentional acts or gross neglect of duty as to evince a reckless indifference of the rights of others on the part of the wrongdoer, and an entire want of care so as to raise the presumption that the person at fault is conscious of the consequences of his carelessness.

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Fed/State	Uniform Trade Secrets Act	Pennsylvania 12 Pa. Stat. and Cons. Stat. Ann. §§ 5301 - 5308 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 5303. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 5304. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 5305. Attorney fees A court may award reasonable attorney fees, <u>expenses and costs</u> to the prevailing party: (1) if a claim of misappropriation is made in bad faith; (2) a motion to terminate an injunction is made or resisted in bad faith; or (3) willful and malicious misappropriation exists.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 5306. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 5307. Statute of limitations An action under this chapter for misappropriation must be brought within three years after the misappropriation was discovered or by the exercise of reasonable diligence should have been discovered. ~~For the purposes of this section, a continuing misappropriation constitutes a single claim.~~

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Fed/State	Uniform Trade Secrets Act	Pennsylvania 12 Pa. Stat. and Cons. Stat. Ann. §§ 5301 - 5308 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 5308. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	1 Pa. Stat. and Cons. Stat. Ann. § 1925. Constitutional construction of statutes The provisions of every statute shall be severable. If any provision of any statute or the application thereof to any person or circumstance is held invalid, the remainder of the statute, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless the court finds that the valid provisions of the statute are so essentially and inseparably connected with, and so depend upon, the void provision or application, that it cannot be presumed the General Assembly would have enacted the remaining valid provisions without the void one; or unless the court finds that the remaining valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Pennsylvania 12 Pa. Stat. and Cons. Stat. Ann. §§ 5301 - 5308 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Rhode Island 1956 R.I. Gen. Laws Ann. §§ 6-41-1 - 6-41-11 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 6-41-1(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 6-41-1(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 6-41-1(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 6-41-1(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Rhode Island 1956 R.I. Gen. Laws Ann. §§ 6-41-1 - 6-41-11 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 6-41-2. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 6-41-3. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 6-41-4. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 6-41-5. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 6-41-6. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Rhode Island 1956 R.I. Gen. Laws Ann. §§ 6-41-1 - 6-41-11 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 6-41-7. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 6-41-8. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 6-41-10. Severability *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 6-41-11. Time of taking effect This chapter takes effect on July 1, 1986, and does not apply to misappropriation occurring prior to July 1, 1986. With respect to a continuing misappropriation that began prior to July 1, 1986, the chapter also does not apply to the continuing misappropriation that occurs after July 1, 1986.

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Fed/State	Uniform Trade Secrets Act	Rhode Island 1956 R.I. Gen. Laws Ann. §§ 6-41-1 - 6-41-11 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	South Carolina S.C. Code Ann. §§ 39-8-10 - 39-8-130 South Carolina Trae Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 39-8-20(1) "Improper means" include theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, duties imposed by the common law, statute, contract, license, protective order, or other court or administrative order, or espionage through electronic or other means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 39-8-20(2) *Same as UTSA but for the following:* *Additional provision added as first in list:* (a) acquisition of a trade secret of another by a person by improper means; *Additional words added into second clause in subsection starting with "at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was":* (c)(ii)(B) acquired by mistake or under circumstances giving rise to a duty to maintain its secrecy or limit its use; or
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 39-8-20(4) *Substantively identical to UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 39-8-20(5) "Trade secret" means: (a) information including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system, or process, design, prototype, procedure, or code that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. (b) A trade secret may consist of a simple fact, item, or procedure, or a series or sequence of items or procedures which, although individually could be perceived as relatively minor or simple, collectively can make a substantial difference in the efficiency of a process or the production of a product, or may be the basis of a marketing or commercial strategy. The collective effect of the items and procedures must be considered in any analysis of whether a trade secret exists and not the general knowledge of each individual item or procedure.
Definitions Not in UTSA		§ 39-80-20(3) "Owner" means the person or entity in whom or in which rightful legal or equitable title to the trade secret is reposed.

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Fed/State	Uniform Trade Secrets Act	South Carolina S.C. Code Ann. §§ 39-8-10 - 39-8-130 South Carolina Trae Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 39-8-50. Injunctions against actual or threatened misappropriations. (A) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. Such reasonable period of time shall take into account the average rate of business growth that would have been gained from nonmisappropriated use of the misappropriated trade secret. (B) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position before acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (C) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 39-8-40. Recovery of actual damages; exemplary damages. (A) ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable,~~ A complainant is entitled to recover actual damages for misappropriation of trade secrets. A material and prejudicial change of position before acquiring knowledge or reason to know of misappropriation may render full monetary recovery inequitable and may form the basis for reducing monetary recovery. (B) Damages ~~can~~ may include both the actual loss caused by misappropriation ~~and~~ or the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (C) ~~If willful and malicious misappropriation exists,~~ Upon a finding of willful, wanton, or reckless disregard of the plaintiff's rights, the court may award separate exemplary damages in an amount not exceeding twice any award made under subsection (A).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 39-8-80. Bad faith; award of attorney's fees. *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 39-8-60. Preservation of secrecy during discovery proceedings of civil actions; substantial need defined. *Contains the full UTSA provision and substantial additions dictating treatment of trade secrets. See § 39-8-60(B-J) (in "Additions II" cell below).*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 39-8-70. Time limit for bringing action. *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	South Carolina S.C. Code Ann. §§ 39-8-10 - 39-8-130 South Carolina Trae Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 39-8-110. Chapter's effect on conflicting tort, restitutionary and other laws; effect on other remedies. (A) Except as provided in subsections (B) and (C), this chapter displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (B) This chapter does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret or protection of a trade secret; ~~(2) other civil remedies that are not based upon misappropriation of a trade secret; or~~ the provisions of the South Carolina Tort Claims Act. ~~(3) criminal remedies, whether or not based upon misappropriation of a trade secret.~~ (C) Any and all other civil remedies that are not based upon misappropriation of a trade secret or upon protection against misappropriation of a trade secret are governed by the rules of procedure, rules of evidence, regulations, and the common law applicable to the administrative law tribunal or court where the action is filed.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 39-8-120. Severability. *Same as UTSA*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§§ 39-8-1 - 39-8-9 & 39-8-11 Repealed § 39-8-30. Trade secrets; employees' obligation to refrain from disclosing; civil actions and remedies. (A) A trade secret endures and is protectable and enforceable until it is disclosed or discovered by proper means. (B) Every employee who is informed of or should reasonably have known from the circumstances of the existence of any employer's trade secret has a duty to refrain from using or disclosing the trade secret without the employer's permission independently of and in addition to any written contract of employment, secrecy agreement, noncompete agreement, nondisclosure agreement, or other agreement between the employer and the employee. (C) A person aggrieved by a misappropriation, wrongful disclosure, or wrongful use of his trade secrets may bring a civil action to recover damages incurred as a result of the wrongful acts and to enjoin its appropriation, disclosure, use, or wrongful acts pertaining to the trade secrets. (D) A contractual duty not to disclose or divulge a trade secret, to maintain the secrecy of a trade secret, or to limit the use of a trade secret must not be considered void or unenforceable or against public policy for lack of a durational or geographical limitation. (E) This chapter applies to any and all civil remedies which are based upon misappropriation of a trade secret or upon protection of a trade secret except as provided in Section 39-8-110(B) and (C). § 39-8-90 & § 39-8-100. Criminal provisions omitted from chart § 39-8-130. Retroactive application of chapter. This chapter does not apply to a misappropriation occurring before July 1, 1997, or a continuing misappropriation that began before July 1, 1997.

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Fed/State	Uniform Trade Secrets Act	South Carolina S.C. Code Ann. §§ 39-8-10 - 39-8-130 South Carolina Trae Secrets Act
Additions II		§ 39-8-60(B-J). Preservation of secrecy during discovery proceedings of civil actions; substantial need defined. (B) In any civil action where discovery is sought of information designated by its holder as a trade secret, before ordering discovery a court shall first determine whether there is a substantial need by the party seeking discovery for the information. "Substantial need" as used in this section means: (1) the allegations in the initial pleading setting forth the factual predicate for or against liability have been plead with particularity; (2) the information sought is directly relevant to the allegations plead with particularity in the initial pleading; (3) the information is such that the proponent of the discovery will be substantially prejudiced if not permitted access to the information; and (4) a good faith basis exists for the belief that testimony based on or evidence deriving from the trade secret information will be admissible at trial. (C) Direct access to computer databases containing trade secret information, so-called "real time" discovery, shall not be ordered by the court unless the court finds that the proponent of the discovery cannot obtain this information by any other means and provided that the information sought is not subject to any privilege. (D) Upon motion of the holder of the trade secret information, a court may condition the production of trade secret information on the posting of an appropriate bond. (E) Information produced pursuant to this section must be governed by an appropriate written protective order of the court. (F) Information produced pursuant to this section may only be disclosed to persons identified in the written protective order of the court and may be used or disclosed only in the action in which it is produced. Litigation-sharing orders pertaining to trade secret information must not be entered by the court. (G) A person receiving trade secret information pursuant to this section is subject to the jurisdiction of the courts of this State. (H) When information produced pursuant to this section is discussed or otherwise disclosed at a trial or hearing, the owner of the produced trade secret information is allowed to obtain individually signed confidentiality agreements from all parties that are present in the courtroom or are party to any procedures where trade secret information is discussed, presented, or otherwise made known to any party not already under a confidentiality agreement with the trade secret owner. (I) All trade secret information and any copies, duplicates, or other writings which reflect or contain the trade secret information, or excerpts therefrom, must be returned to the holder of the trade secrets at the conclusion of the litigation. (J) This section applies to any civil action brought within or without this State where discovery is sought of trade secret information present in this State.
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	South Dakota S.D. Codified Laws §§ 37-29-1 - 37-29-11 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 37-29-1. Definitions ~~As used in this [Act], unless the context requires otherwise~~ Terms used in this chapter mean: (1) "Improper," includes theft, bribery, misrepresentation, breach, or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 37-29-1(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 37-29-1(3) "Person," a natural person, corporation, business trust, estate, trust, limited liability company, partnership, association, joint venture, government, governmental subdivision, or agency, or any other legal or commercial entity;
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 37-29-1(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	South Dakota S.D. Codified Laws §§ 37-29-1 - 37-29-11 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 37-29-2. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 37-29-3. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 37-29-4. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 37-29-5. Preservation of Secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 37-29-6. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	South Dakota S.D. Codified Laws §§ 37-29-1 - 37-29-11 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 37-29-7. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 37-29-8. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*State ex rel. Mills v. Wilder* , 42 N.W.2d 891, 897 (1950). *Court has a duty to sever statute when possible and consistent with legislative intent.*
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 37-29-10. Reserved § 37-29-11. Time of taking effect This chapter takes effect on July 1, 1988, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, this chapter also does not apply to the continuing misappropriation that occurs after the effective date.

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Fed/State	Uniform Trade Secrets Act	South Dakota S.D. Codified Laws §§ 37-29-1 - 37-29-11 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Tennessee Tenn. Code. Ann. §§ 47-25-1701 - 47-25-1709 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 47-25-1702(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 47-25-1702(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 47-25-1702(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 47-25-1702(4) "Trade secret" means information, <u>without regard to form,</u> including, <u>but not limited to, technical, nontechnical or financial data,</u> a formula, pattern, compilation, program, device, method, technique, ~~or~~ process, <u>or plan</u> that: (A) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Tennessee Tenn. Code. Ann. §§ 47-25-1701 - 47-25-1709 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 47-25-1703. Injunctions; conditional future use (a) Actual or threatened misappropriation may be enjoined. Upon application to the court an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in appropriate circumstances for reasons including, but not limited to, an elimination of the commercial advantage that otherwise would be derived from the misappropriation, deterrence of willful and malicious misappropriation, or where the trade secret ceases to exist due to the fault of the enjoined party or others by improper means. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to provide a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 47-25-1704. Damages for misappropriation *Substantively identical*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 47-25-1705. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 47-25-1706. Preserving secrecy of alleged trade secrets *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 47-25-1707. Statute of limitations An action for misappropriation must be brought within three (3) years after the misappropriation is discovered or, by the exercise of reasonable diligence, should have been discovered. For the purposes of this section, a continuing misappropriation by any person constitutes a single claim against that person, but this section shall be applied separately to any claim against each other person who receives a trade secret from another person who misappropriated that trade secret.

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Fed/State	Uniform Trade Secrets Act	Tennessee Tenn. Code. Ann. §§ 47-25-1701 - 47-25-1709 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 47-25-1708. Conflicting remedies (a) Except as provided in subsection (b), this part displaces conflicting tort, restitutionary, and other law of this state providing civil remedies for misappropriation of a trade secret. (b) This part does not affect: (1) Contractual remedies, whether or not based upon misappropriation of a trade secret; provided, that a contractual duty to maintain secrecy or limit use of a trade secret shall not be deemed to be void or unenforceable solely for lack of durational or geographical limitation on the duty; (2) Other civil remedies that are not based upon misappropriation of a trade secret; or (3) Criminal remedies, whether or not based upon misappropriation of a trade secret. (c) In no event shall a written contract be required to maintain an action or recover damages for misappropriation of a trade secret proven under this part.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 47-25-1709. Application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Tenn. Code. Ann. § 1-3-110. Severability It is hereby declared that the sections, clauses, sentences and parts of the Tennessee Code are severable, are not matters of mutual essential inducement, and any of them shall be exscinded if the code would otherwise be unconstitutional or ineffective. If any one (1) or more sections, clauses, sentences or parts shall for any reason be questioned in any court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confined in its operation to the specific provision or provisions so held unconstitutional or invalid, and the inapplicability or invalidity of any section, clause, sentence or part in any one (1) or more instances shall not be taken to affect or prejudice in any way its applicability or validity in any other instance.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Tennessee Tenn. Code. Ann. §§ 47-25-1701 - 47-25-1709 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Texas Tex. Civ. Prac. & Rem Code Ann. §§ 134A.001 - 134A.008 Texas Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 134A.002. Definitions ~~As used in this [Act], unless the context requires otherwise~~ In this chapter: (2) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, to limit use, or to prohibit discovery of a trade secret, or espionage through electronic or other means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 134A.002(3) *Substantively identical to UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Tex. Gov. Code Ann. §311.005(2) "Person" ~~means~~ includes a ~~natural person,~~ corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal ~~or commercial~~ entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 134A.002(6) "Trade secret" means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any ~~a~~ formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, ~~or~~ process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if ~~that~~: (A) the owner of the trade secret has taken ~~is the subject of efforts that are~~ reasonable measures under the circumstances to keep the information secret ~~maintain its secrecy~~; and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another ~~other~~ person~~s~~ who can obtain economic value from ~~its~~ the disclosure or use of the information.
Definitions Not in UTSA		§ 134A.002. Definitions (1-a) "Clear and convincing" means the measure or degree of proof that will produce in the mind of the trier of fact a firm belief or conviction as to the truth of the allegations sought to be established. (1) "Claimant" means a party seeking to recover damages under this chapter, including a plaintiff, counterclaimant, cross-claimant, or third-party plaintiff. In an action in which a party seeks recovery of damages under this chapter on behalf of another person, "claimant" includes both that other person and the party seeking recovery of damages. (3-a) "Owner" means, with respect to a trade secret, the person or entity in whom or in which rightful, legal, or equitable title to, or the right to enforce rights in, the trade secret is reposed. (4) "Proper means" means discovery by independent development, reverse engineering unless prohibited, or any other means that is not improper means.* (5) "Reverse engineering" means the process of studying, analyzing, or disassembling a product or device to discover its design, structure, construction, or source code provided that the product or device was acquired lawfully or from a person having the legal right to convey it. (7) "Willful and malicious misappropriation" means intentional misappropriation resulting from the conscious disregard of the rights of the owner of the trade secret. ** Proper means are substantially addressed by UTSA comments.*

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Texas Tex. Civ. Prac. & Rem Code Ann. §§ 134A.001 - 134A.008 Texas Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 134A.003. Injunctive Relief (a) Actual or threatened misappropriation may be enjoined if the order does not prohibit a person from using general knowledge, skill, and experience that person acquired during employment. (a-1) On ~~upon~~ application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include a material and prejudicial change of position before acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 134A.004. Damages (a) ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant~~ In addition to or in lieu of injunctive relief, a claimant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation ~~exists, the court~~ is proven by clear and convincing evidence, the fact finder may award exemplary damages in an amount not exceeding twice any award made under Subsection (a).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 134A.005. Attorney's Fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 134A.006. Preservation of Secrecy (a) In an action under this chapter, a court shall preserve the secrecy of an alleged trade secret by reasonable means~~, which may include granting protective orders in connection with discovery proceedings~~. There is a presumption in favor of granting protective orders to preserve the secrecy of trade secrets. Protective orders may include provisions limiting access to confidential information to only the attorneys and their experts, holding in camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval. (b) In an action under this chapter, a presumption exists that a party is allowed to participate and assist counsel in the presentation of the party's case. At any stage of the action, the court may exclude a party and the party's representative or limit a party's access to the alleged trade secret of an other party if other countervailing interests overcome the presumption. In making this determination, the court must conduct a balancing test that considers: (1) the value of an owner's alleged trade secret; (2) the degree of competitive harm an owner would suffer from the dissemination of the owner's alleged trade secret totheotherparty; (3) whether the owner is alleging that the other party isalreadyinpossessionoftheallegedtradesecret; (4) whether a party 's representative acts as a competitivedecisionmaker; (5) the degree to which a party's defense would be impaired by limiting that party's access to the alleged trade secret; (6) whether a party or a party's representative possesses specialized expertise that would not be available to a party 's outside expert; and (7) the stage of the action.
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	Tex. Civ. Prac. Code Ann. § 16.010. Misappropriation of Trade Secrets *Substantively identical to UTSA*

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Texas Tex. Civ. Prac. & Rem Code Ann. §§ 134A.001 - 134A.008 Texas Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 134A.007. Effect on Other Law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 134A.008. Uniformity of Application and Construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Tex. Gov. Code Ann. § 311.032. Severability of Statutes (a) If any statute contains a provision for severability, that provision prevails in interpreting that statute. (b) If any statute contains a provision for nonseverability, that provision prevails in interpreting that statute. (c) In a statute that does not contain a provision for severability or nonseverability, if any provision of the statute or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the statute that can be given effect without the invalid provision or application, and to this end the provisions of the statute are severable.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	**2017 TUTSA amendments become effective on September 1, 2017*

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Fed/State	Uniform Trade Secrets Act	Texas Tex. Civ. Prac. & Rem Code Ann. §§ 134A.001 - 134A.008 Texas Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Utah Utah Code Ann. §§ 13-24-1 - 13-24-9 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 13-24-2(1) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 13-24-2(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 13-24-2(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 13-24-2(4) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Utah Utah Code Ann. §§ 13-24-1 - 13-24-9 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 13-24-3. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 13-24-4. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 13-24-5. Attorneys' fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 13-24-6. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 13-24-7. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Utah Utah Code Ann. §§ 13-24-1 - 13-24-9 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 13-24-8. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 13-24-9. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	*State v. Lopes* , 980 P.2d 191, 196 (1999). Statute should be severed when possible and consistent with legislative intent.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Utah Utah Code Ann. §§ 13-24-1 - 13-24-9 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Vermont Vt. Stat. Ann. tit. 9, §§ 4601 - 4609
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 4601. Definitions *Substantively identical but for:* ~~As used in this [Act], unless the context requires otherwise~~ As used in this chapter:
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 4601(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Vt. Stat. Ann. tit. 1 § 128 "Person" shall include any natural person, corporation, ~~business trust, estate, trust,~~ municipality, the State of Vermont or any department, agency, or subdivision of the State, and any partnership, unincorporated association, ~~joint venture, government, governmental subdivision or agency,~~ or other legal ~~or commercial~~ entity.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 4601(3) *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Vermont Vt. Stat. Ann. tit. 9, §§ 4601 - 4609
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 4602. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 4603. Damages (a)(1) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. (2) Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. (3) In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If ~~willful~~ malicious misappropriation exists, the court may award punitive damages ~~in an amount not exceeding twice any award made under subsection (a)~~.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 4603(4) A court shall award a substantially prevailing party his or her costs and fees, including reasonable attorney's fees, in an action brought pursuant to this chapter. ~~If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.~~
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 4605. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	Vt. Stat Ann. tit 12 § 523. Trade secrets An action for misappropriation of trade secrets under 9 V.S.A. chapter 143 shall be commenced within ~~three~~ six years after the cause of action accrues, and not after. The cause of action shall be deemed to accrue as of the date the misappropriation was discovered or reasonably should have been discovered. ~~For the purposes of this section, a continuing misappropriation constitutes a single claim.~~

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Fed/State	Uniform Trade Secrets Act	Vermont Vt. Stat. Ann. tit. 9, §§ 4601 - 4609
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 4607. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 4608. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Vt. Stat. Ann. tit. 1, § 215. Severability of provisions The provisions of any act are severable. If any provision of an act is invalid, or if any application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§§ 4604 & 4606. Reserved § 4609. Time of taking effect This chapter shall take effect on July 1, 1996, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the chapter also does not apply to the continuing misappropriation that occurs after the effective date.

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Vermont Vt. Stat. Ann. tit. 9, §§ 4601 - 4609
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Virginia Va. Code Ann. §§ 59.1-336 - 59.1-343 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 59.1-336. "Improper means" includes theft, bribery, misrepresentation, use of a computer or computer network without authority, breach of a duty or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 59.1-336. "Misappropriation" means: 1. Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or 2. Disclosure or use of a trade secret of another without express or implied consent by a person who a. Used improper means to acquire knowledge of the trade secret; or b. At the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (1) Derived from or through a person who had utilized improper means to acquire it; (2) Acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; (3) Derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or ~~c.~~ (4) ~~before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been~~ Acquired by accident or mistake.
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 59.1-336. "Person" *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 59.1-336. "Trade secret" *Same as UTSA*
Definitions Not in UTSA		

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Fed/State	Uniform Trade Secrets Act	Virginia Va. Code Ann. §§ 59.1-336 - 59.1-343 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 59.1-337. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 59.1-338. Damages A. ~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable,~~ Except where the user of a misappropriated trade secret has made a material and prejudicial change in his position prior to having either knowledge or reason to know of the misappropriation and the court determines that a monetary recovery would be inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured~~ If a complainant is unable to prove a greater amount of damages by other methods of measurement, the damages caused by misappropriation can be measured exclusively by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. B. If willful and malicious misappropriation exists, the court may award punitive damages in an amount not exceeding twice any award made under subsection A of this section, or $350,000 whichever amount is less.
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 59.1-338.1. Attorneys' fees If the court determines that (i) a claim of misappropriation is made in bad faith, or ~~(ii) a motion to terminate an injunction is made or resisted in bad faith, or~~ (ii) willful and malicious misappropriation exists, the court may award reasonable attorneys' fees to the prevailing party.
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 59.1-339. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 59.1-340. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Virginia Va. Code Ann. §§ 59.1-336 - 59.1-343 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 59.1-341. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	*None*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Va. Code Ann. § 1-243. Severability The provisions of acts of the General Assembly or the application thereof to any person or circumstances that are held invalid shall not affect the validity of other acts, provisions, or applications that can be given effect without the invalid provisions or applications. The provisions of all acts, except for the title of the act, are severable unless (i) the act specifically provides that its provisions are not severable; or (ii) it is apparent that two or more acts or provisions must operate in accord with one another.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 59.1-342. Repealed § 59.1-343. Time of taking effect This chapter shall become effective on July 1, 1986, and shall not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the chapter also shall not apply to misappropriation that occurs after the effective date.

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Fed/State	Uniform Trade Secrets Act	Virginia Va. Code Ann. §§ 59.1-336 - 59.1-343 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts
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Fed/State	Uniform Trade Secrets Act	Washington Wash. Rev. Code Ann. §§ 19.108.010 - 19.108.940 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1979
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 19.108.010. Definitions *Substantively identical but for:* Unless the context clearly requires otherwise, the definitions set forth in this section apply throughout this chapter.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 19.108.010(2) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 19.108.010(3) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 19.108.010(4) *Same as UTSA*
Definitions Not in UTSA		

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Washington Wash. Rev. Code Ann. §§ 19.108.010 - 19.108.940 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 9.108.020. Remedies for misappropriation--Injunction, royalty (1) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (2) ~~In exceptional circumstances~~ If the court determines that it would be unreasonable to prohibit future use, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time the use could have been prohibited. ~~Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable.~~ (3) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 19.108.030. Remedies for misappropriation--Damages (1)~~Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable,~~ In addition to or in lieu of injunctive relief, a complainant ~~is entitled to~~ may recover damages for ~~misappropriation. Damages can include both~~ the actual loss caused by misappropriation, ~~and~~ A complainant also may recover for the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss. ~~In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret.~~ (2) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice the damages awarded under subsection (1).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 19.108.040. Award of attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 19.108.050. Court orders to preserve secrecy of alleged trade secrets *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 19.108.060. Actions for misappropriation--Time limitation *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Washington Wash. Rev. Code Ann. §§ 19.108.010 - 19.108.940 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 19.108.900. Effect of chapter on other law (1) This chapter displaces conflicting tort, restitutionary, and other law of this state pertaining to civil liability for misappropriation of a trade secret. (2) This chapter does not affect: (a) ~~contractual remedies, whether or~~ Contractual or other civil liability or relief that is not based upon misappropriation of a trade secret; or ~~(b) other civil remedies that are not based upon misappropriation of a trade secret; or~~ (b) Criminal ~~remedies whether or not based upon~~ liability for misappropriation of a trade secret.
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 19.108.910. Construction of uniform act *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	§ 19.108.940. Severability--1981 c 286 If any provision of this act or its application to any person or circumstances is held invalid, ~~the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable~~ the remainder of the act or the application of the provision to other persons or circumstances is not affected.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	19.108.930. Effective date--Application--1981 c 286 This chapter takes effect on January 1, 1982, and does not apply to misappropriation occurring prior to the effective date.

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Fed/State	Uniform Trade Secrets Act	Washington Wash. Rev. Code Ann. §§ 19.108.010 - 19.108.940 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	West Virginia W. Va. Code Ann. §§ 47-22-1 - 47-22-10 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 47-22-1(a) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 47-22-1(b) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 47-22-1(c) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 47-22-1(c) *Substantively identical to UTSA*
Definitions Not in UTSA		

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	West Virginia W. Va. Code Ann. §§ 47-22-1 - 47-22-10 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 47-22-2. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 47-22-3. Damages (a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages ~~can~~ may include both the actual loss caused by the misappropriation and the unjust enrichment caused by the misappropriation ~~that is not taken into account in computing actual loss~~. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation occurs, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 47-22-4. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 47-22-5. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 47-22-6. Statute of limitations *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	West Virginia W. Va. Code Ann. §§ 47-22-1 - 47-22-10 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 47-22-7. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 47-22-8. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	W. Va. Code Ann. § 2-2-10. Rules for construction of statutes The following rules shall be observed in the construction of statutes, unless a different intent on the part of the Legislature be apparent from the context (cc) Unless there is a provision in a section, article or chapter of this code specifying that the provisions thereof shall not be severable, the provisions of every section, article or chapter of this code, whether enacted before or subsequent to the effective date of this subdivision, shall be severable so that if any provision of any such section, article or chapter is held to be unconstitutional or void, the remaining provisions of such section, article or chapter shall remain valid, unless the court finds the valid provisions are so essentially and inseparably connected with, and so dependent upon, the unconstitutional or void provision that the court cannot presume the Legislature would have enacted the remaining valid provisions without the unconstitutional or void one, or unless the court finds the remaining valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent: Provided, That if any such section, article or chapter of this code has its own severability clause, then such severability clause shall govern and control with respect to such section, article or chapter in lieu of the provisions of this subdivision. The provisions of this subdivision shall be fully applicable to all future amendments or additions to this code, with like effect as if the provisions of this subdivision were set forth in extenso in every such amendment or addition and were reenacted as a part thereof, unless such amendment or addition contains its own severability clause;
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 47-22-10. Time of taking effect This article takes effect on the first day of July, one thousand nine hundred eighty-six, and does not apply to misappropriations occurring prior to the effective date or to misappropriations which began prior to the effective date and continue past the effective date.

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Fed/State	Uniform Trade Secrets Act	West Virginia W. Va. Code Ann. §§ 47-22-1 - 47-22-10 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Trade Secrets Acts Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Wisconsin Wis. Stat. Ann. § 134.90 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 134.90(1) Definitions In this section~~, unless context requires otherwise~~: (a) "Improper means" includes espionage, theft, bribery, misrepresentation and breach or inducement of a breach of duty to maintain secrecy~~, or espionage through electronic or other means~~.
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 134.90(2) Misappropriation *Codified as actionable conduct rather than a definition* ~~"Misappropriation" means:~~ No person, including the state, may misappropriate or threaten to misappropriate a trade secret by doing any of the following: (a) ~~Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or~~ Acquiring the trade secret of another by means which the person knows or has reason to know constitute improper means. (b)~~Disclosure or use of a trade secret of another without express or implied consent by a person who~~ Disclosing or using without express or implied consent a trade secret of another if the person did any of the following: 1. Used improper means to acquire knowledge of the trade secret. 2. At the time of disclosure or use, knew or had reason to know that he or she obtained knowledge of the trade secret through any of the following means: a. ~~Derived~~ Deriving it from or through a person who utilized improper means to acquire it. b. ~~Acquired~~ Acquiring it under circumstances giving rise to a duty to maintain its secrecy or limit its use. c. ~~Derived~~ Deriving it from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use. d. ~~Before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired~~ Acquiring it by accident or mistake.
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	Wis. Stat. Ann. § 990.01(26) "Person" ~~means a natural person, corporation, business trust, estate, trust,~~ includes all partnerships, associations ~~joint venture, government, governmental subdivision or agency, or any other legal or commercial entity~~ and bodies politic or corporate.
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 134.90(1)(c) *Same as UTSA*
Definitions Not in UTSA		§ 134.90(1)(b) (b) "Readily ascertainable" information does not include information accessible through a license agreement or by an employee under a confidentiality agreement with his or her employer.

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Fed/State	Uniform Trade Secrets Act	Wisconsin Wis. Stat. Ann. § 134.90 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 134.90(3) Injunctive relief (a) ~~Actual or threatened misappropriation may be enjoined.~~ 1. A court may grant an injunction against a person who violates sub. (2). Chapter 813 governs any temporary or interlocutory injunction or ex parte restraining order in an action under this section, except that no court may issue such an injunction or restraining order unless the complainant makes an application which includes a description of each alleged trade secret in sufficient detail to inform the party to be enjoined or restrained of the nature of the complaint against that party or, if the court so orders, includes written disclosure of the trade secret. The complainant shall serve this application upon the party to be enjoined or restrained at the time the motion for the injunction is made or the restraining order is served, whichever is earlier. 2. Except as provided in subd. 3. upon application to the court, the court shall terminate an injunction when a trade secret ceases to exist. ~~but, the injunction may be continued~~ 3. The court may continue an injunction for a reasonable period of time to eliminate commercial advantage which the person who violated sub. (2) otherwise would ~~be derived from the misappropriation~~ derive from the violation. (b) In exceptional circumstances, an injunction granted under par. (a) may condition future use of a trade secret by the person who violated sub. (2) upon payment of a reasonable royalty by that person to the owner of the trade secret for no longer than the period of time for which ~~use could be prohibited~~ the court may enjoin or restrain the use of the trade secret under par. (a). Exceptional circumstances include~~, but are not limited to,~~ a material and prejudicial change of position, prior to acquiring knowledge or reason to know of ~~misappropriation~~ a violation of sub. (2), that renders an injunction inequitable. ~~(c) In appropriate circumstances, the court may order affirmative acts to protect a trade secret~~
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 134.90(4) Damages. *Substantively identical to UTSA but for:* (a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of a violation of sub. (2) renders a monetary recovery inequitable, a court may award damages to the complainant for a violation of sub. (2). A court may award damages in addition to, or in lieu of, injunctive relief under sub. (3). Damages may include both the actual loss caused by the violation and unjust enrichment caused by the violation that is not taken into account in computing actual loss. Damages may be measured exclusively by the imposition of liability for a reasonable royalty for a violation of sub. (2) if the complainant cannot by any other method of measurement prove an amount of damages which exceeds the reasonable royalty. (b) If a violation of sub. (2) is willful and malicious, the court may award punitive damages in an amount not exceeding twice any award under par. (a).
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 134.90(4)(c) *Substantively identical to UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 134.90(5) Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	Wis. Stat. Ann. § 893.51(2). Action for wrongful taking of personal property *Same as UTSA*

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Fed/State	Uniform Trade Secrets Act	Wisconsin Wis. Stat. Ann. § 134.90 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 134.90(6) Effect on other laws *Substantively identical to UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 134.90(7) Uniformity of application and construction ~~This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.~~ This section shall be applied and construed to make uniform the law relating to misappropriation of trade secrets among states enacting substantially identical laws.
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Wis. Stat. Ann. § 990.001. Construction of laws; rules for (11) Severability. The provisions of the statutes are severable. The provisions of any session law are severable. If any provision of the statutes or of a session law is invalid, or if the application of either to any person or circumstance is invalid, such invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application.
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	

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Fed/State	Uniform Trade Secrets Act	Wisconsin Wis. Stat. Ann. § 134.90 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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Fed/State	Uniform Trade Secrets Act	Wyoming Wyo. Stat. Ann. 1977 §§ 40-24-101 - 40-24-110 Uniform Trade Secrets Act
UTSA Version Adopted	1985 version	1985
Definition: Preamble and Improper Means	As used in this [Act], unless the context requires otherwise: (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means;	§ 40-24-101(a)(i) *Same as UTSA*
Definition: Misappro-priation	(2) "Misappropriation" means: (i) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (ii) disclosure or use of a trade secret of another without express or implied consent by a person who (A) used improper means to acquire knowledge of the trade secret; or (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was (I) derived from or through a person who had utilized improper means to acquire it; (II) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or (C) before a material change of his [or her] position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.	§ 40-24-101(b)(ii) *Same as UTSA*
Definition: Person	(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.	§ 40-24-101(a)(iii) *Same as UTSA*
Definition: Trade Secret	(4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	§ 40-24-101(a)(iv) *Same as UTSA*
Definitions Not in UTSA		§ 40-24-101(a)(v) "This act" means W.S. 40-24-101 through 40-24-110.

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Fed/State	Uniform Trade Secrets Act	Wyoming Wyo. Stat. Ann. 1977 §§ 40-24-101 - 40-24-110 Uniform Trade Secrets Act
Injunctive Relief	(a) Actual or threatened misappropriation may be enjoined. Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for an additional reasonable period of time in order to eliminate commercial advantage that otherwise would be derived from the misappropriation. (b) In exceptional circumstances, an injunction may condition future use upon payment of a reasonable royalty for no longer than the period of time for which use could have been prohibited. Exceptional circumstances include, but are not limited to, a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation that renders a prohibitive injunction inequitable. (c) In appropriate circumstances, affirmative acts to protect a trade secret may be compelled by court order.	§ 40-24-102. Injunctive relief *Same as UTSA*
Damages	(a) Except to the extent that a material and prejudicial change of position prior to acquiring knowledge or reason to know of misappropriation renders a monetary recovery inequitable, a complainant is entitled to recover damages for misappropriation. Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. In lieu of damages measured by any other methods, the damages caused by misappropriation may be measured by imposition of liability for a reasonable royalty for a misappropriator's unauthorized disclosure or use of a trade secret. (b) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (a).	§ 40-24-103. Damages *Same as UTSA*
Attorney's Fees	If (i) a claim of misappropriation is made in bad faith, (ii) a motion to terminate an injunction is made or resisted in bad faith, or (iii) willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.	§ 40-24-104. Attorney's fees *Same as UTSA*
Preservation of Secrecy	In an action under this [Act], a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action, and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.	§ 40-24-105. Preservation of secrecy *Same as UTSA*
Statute of Limitations	An action for misappropriation must be brought within 3 years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.	§ 40-24-106. Statute of limitations An action for misappropriation must be brought within ~~three (3)~~ four (4) years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. For the purposes of this section, a continuing misappropriation constitutes a single claim.

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Fed/State	Uniform Trade Secrets Act	Wyoming Wyo. Stat. Ann. 1977 §§ 40-24-101 - 40-24-110 Uniform Trade Secrets Act
Effect on Other Law	(a) Except as provided in subsection (b), this [Act] displaces conflicting tort, restitutionary, and other law of this State providing civil remedies for misappropriation of a trade secret. (b) This [Act] does not affect: (1) contractual remedies, whether or not based upon misappropriation of a trade secret; (2) other civil remedies that are not based upon misappropriation of a trade secret; or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.	§ 40-24-107. Effect on other law *Same as UTSA*
Uniformity of Application and Construction	This [Act] shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among states enacting it.	§ 40-24-108. Uniformity of application and construction *Same as UTSA*
Severability	If any provision of this [Act] or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the [Act] which can be given effect without the invalid provision or application, and to this end the provisions of this [Act] are severable. *In lieu of adopting this provision, a majority of states have existing general severability statutes. For these states the statute is provided without annotation and the cell is marked yellow.* *For those states that allow general severability through case law, citation is provided to a case that summarizes the existing law and the cell is marked red.*	Wyo. Stat. Ann. § 8-1-103. Rules of construction for statutes (viii) If any provision of any act enacted by the Wyoming legislature or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of any such act are severable;
Additions or Notes Including "Time of Taking Effect" where provided in statutory text.	This [Act] takes effect on _____, and does not apply to misappropriation occurring prior to the effective date. With respect to a continuing misappropriation that began prior to the effective date, the [Act] also does not apply to the continuing misappropriation that occurs after the effective date.	§ 40-24-110. Time of taking effect This act does not apply to misappropriation occurring prior to July 1, 2006. With respect to a continuing misappropriation that began prior to July 1, 2006, the act does not apply to the continuing misappropriation that occurs after July 1, 2006.

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Trade Secrets Acts
Compared to the UTSA

Fed/State	Uniform Trade Secrets Act	Wyoming Wyo. Stat. Ann. 1977 §§ 40-24-101 - 40-24-110 Uniform Trade Secrets Act
Additions II		
In General and Unless Otherwise Specified	*• Green cells denote UTSA 1985 version.* *• White cells indicate that the respective provision is equivalent to the amended 1985 UTSA. While the exact wording and formatting may differ, there is no material substantive difference. Where a statutory provision is marked as "Same as UTSA" minor textual or formatting differences may exist. Where these differences are more pronounced, but still do not present substantive distinctions from the UTSA, the cells are marked "Substantively identical to UTSA."* *• Yellow cells indicate that the respective provision is a substantively modified version of the UTSA. In practice some of these modifications may ultimately be insignificant. In other cases, the substantive differences require attention. Language in the yellow cells is annotated to indicate how it varies from the 1985 UTSA, though non-substantive and minor variations may not be annotated.* *• Red cells indicate that the respective provision does not exist or otherwise is significantly different from the UTSA. These provisions are generally not annotated. Cells are marked red where no state law provision has been identified that corresponds to a particular UTSA section. Cells reserved for additional information are also marked red.* *• Some states have omitted specific UTSA provisions from their version, as the provision would be redundant of existing state law. Applicable state statute or citation is in most instances provided above.* *Annotations:* *•Underlined text is language that has been included in a state's statute, but does not exist in the UTSA. Text that is stricken through is language included within the UTSA that a state has omitted from its statute.* *• Annotations are primarily intended to denote substantive, rather than textual, differences. As such, some small differences in phrasing, punctuation, and formatting have not been noted. In some cases, where identified, annotations are entirely substantive and indicate only where a state's provision differs in meaning from a corresponding provision in the UTSA.* *• All annotations compare the state's language to the amended 1985 UTSA. However, a number of states have adopted the original 1979 UTSA, but not its later amendments. These states will have significant differences in their "Injunctive Relief," "Damages," and "Effect on Other Law" sections (in particular).*	

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