

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement serves to set forth the terms and conditions under which **Louisiana Tech University**, a State of Louisiana Public University, having its business address at Wyly Tower of Learning, WT-1620, Railroad Avenue, Ruston, LA, 71272, (hereinafter "**TECH**") and _____ having its business address at _____ (hereinafter "**COMPANY**") wish to exchange certain proprietary and confidential information, including, but not limited to information, know-how and data, technical or non-technical, and specifications relating to _____ (hereinafter the "**INFORMATION**").

AGREEMENT

TECH and COMPANY are willing to disclose INFORMATION (as OWNING PARTY) and receive INFORMATION (as RECEIVING PARTY) on the terms and conditions set forth herein. Therefore, TECH and COMPANY (hereinafter together "PARTIES") agree as follows:

1. RECEIVING PARTY agrees not to divulge the INFORMATION to any third party or parties, or use the INFORMATION for any purposes other than _____. RECEIVING PARTY further agrees to limit disclosure to only those of its officers, employees, faculty, and students as RECEIVING PARTY considers necessary to complete the above obligation, and shall make such disclosures only after such officers, employees, faculty and students have undertaken to comply with the obligations of RECEIVING PARTY under this Agreement. RECEIVING PARTY shall take all appropriate and reasonable steps to prevent the unauthorized disclosure of the INFORMATION as provided herein. The RECEIVING PARTY will keep a record of the persons to whom the INFORMATION is divulged and will supply that list to OWNING PARTY at its request.
2. Nothing in the foregoing shall be construed to prevent RECEIVING PARTY from disclosing or using any INFORMATION which RECEIVING PARTY can show by written documentation:
 - (a) Was in RECEIVING PARTY's possession or control prior to the date of disclosure; or
 - (b) Was in the public domain or enters into the public domain through no improper act on RECEIVING PARTY's part or on the part of any of RECEIVING PARTY's employees; or
 - (c) Is rightfully given to RECEIVING PARTY from sources independent of OWNING PARTY.
 - (d) Was independently developed by RECEIVING PARTY without OWNING PARTY's proprietary and confidential information, including, but not limited to, INFORMATION disclosed to RECEIVING PARTY pursuant to this Agreement.
 - (e) Is approved in writing by OWNING PARTY for release.

If INFORMATION is known by RECEIVING PARTY, it will bring this to the attention of OWNING PARTY and the pertinent INFORMATION will be removed from the jurisdiction of this agreement.

3. Written confidential information provided to RECEIVING PARTY will be clearly marked with the legend, "OWNING PARTY Confidential", or with another appropriate proprietary legend.

4. If disclosed orally, OWNING PARTY shall be responsible for clearly informing RECEIVING PARTY of the confidentiality of the information at the time that it is disclosed. In the event of oral disclosure, OWNING PARTY will document in a letter to RECEIVING PARTY the confidential nature of the subject discussed along with the dates and circumstances of the disclosure. RECEIVING PARTY will acknowledge receipt and agreement with each such documentation letter or will notify OWNING PARTY of the need for revision of the documentation letter.

5. Information not marked or designated as being confidential by OWNING PARTY is excluded from the definition of INFORMATION above and is not covered by provisions of this agreement.

6. It is understood and agreed that any and all proprietary rights, including, but not limited to, patent rights, trademarks and proprietary rights, in and to the INFORMATION disclosed to RECEIVING PARTY shall be and remain in OWNING PARTY and RECEIVING PARTY shall have no right, title or interest in and to any of the INFORMATION. In addition, nothing in this Agreement shall be construed as granting an option or a license to RECEIVING PARTY.

Optional Clauses

7. The INFORMATION will be disclosed to RECEIVING PARTY with the express understanding that neither RECEIVING PARTY nor OWNING PARTY will be obligated to enter into any further discussions or agreement relating to the INFORMATION.

8. RECEIVING PARTY will promptly evaluate the INFORMATION and advise OWNING PARTY of the results of its evaluation and whether or not it is interested in entering into further discussions with OWNING PARTY relative thereto. In the event RECEIVING PARTY does not advise OWNING PARTY that it is interested in entering into further discussions within sixty-days (60) after the date of this Agreement, RECEIVING PARTY will be deemed to have no interest in the INFORMATION.

8. In the event that RECEIVING PARTY expresses an interest in entering into discussions of a possible agreement with the OWNING PARTY with respect to the INFORMATION, OWNING PARTY and RECEIVING PARTY agree to discuss reasonable terms for entering into an agreement enabling RECEIVING PARTY to obtain rights to INFORMATION, subject to other commitments that the OWNING PARTY may have at that time.

9. In the event that RECEIVING PARTY elects not to enter into further discussions for an agreement with OWNING PARTY with respect to the INFORMATION, RECEIVING PARTY shall promptly return all written disclosures of INFORMATION, or confirm to OWNING PARTY, in writing, the destruction of such materials.

10. It is understood that the INFORMATION is given to RECEIVING PARTY on a non-exclusive basis and that OWNING PARTY remains free to deal with others at any time at its own option.

11. Within fifteen (15) days following receipt of a written request from OWNING PARTY, RECEIVING PARTY agrees to return to OWNING PARTY all documentation, copies, notes, diagrams, or other materials containing any portion of the INFORMATION, or to confirm to OWNING PARTY, in writing, the destruction of such materials.

12. The validity, construction, and performance of this Agreement are governed by the laws of the State of Louisiana.

13. The rights and obligations of the PARTIES under this Agreement may not be sold, assigned, or otherwise transferred.

14. This Agreement embodies the entire understanding of between the PARTIES and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the PARTIES.

15. OWNING PARTY MAKES NO REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.

16. The term of this agreement shall be for _____ commencing with the date of the last affixed signature date below but may be terminated earlier by either party upon presentation of a written notice to the other Party. Notwithstanding termination of this agreement, RECEIVING PARTY's responsibly for maintaining confidential protection of INFORMATION will survive as long as the INFORMATION is proprietary to OWNING PARTY.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For COMPANY

For TECH

RECOMMENDED

Name: _____

Name

Title: _____

Louisiana Tech University

Date: _____

ACCEPTED:

Name: _____

Title: _____

Date: _____

Name: _____

Dr. Daniel D. Reneau

Title: President

Louisiana Tech University

Date: _____

NOTICES: Any notices required to be given or which shall be given under this Agreement will be in writing delivered by first-class mail or facsimile addressed to the parties as follows:

Facsimile No.: _____

Facsimile No.: _____

and

Mr. Thomas Noble
Director, Economic Development & Technology Assessment
Louisiana Tech University
P.O. Box 7923
Ruston, LA 71272

Facsimile No.: 318/257-4487