

# NON-DISCLOSURE AGREEMENT

(University Disclosing)

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**") shall disclose to \_\_\_\_\_ having its business address at \_\_\_\_\_ (hereinafter "**COMPANY**") 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

Therefore, TECH and COMPANY (hereinafter together "PARTIES") agree as follows:

1. COMPANY agrees not to divulge the INFORMATION to any third party or parties, or use the INFORMATION for any purposes other than its evaluation and determination of the appropriateness of a product embodied by the INFORMATION. COMPANY further agrees to limit disclosure to only those of its officers and employees as COMPANY considers necessary to complete the above obligation, and shall make such disclosures only after such officers and employees have undertaken to comply with the obligations of COMPANY under this Agreement. COMPANY shall take all appropriate and reasonable steps to prevent the unauthorized disclosure of the INFORMATION as provided herein. \_\_\_\_\_ (name,title) \_\_\_\_\_, an employee of COMPANY, will keep a record of the persons to whom the INFORMATION is divulged and will supply that list to TECH at its request.

2. Nothing in the foregoing shall be construed to prevent COMPANY from disclosing or using any INFORMATION which COMPANY can show by written documentation:

- (a) Was in COMPANY'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 COMPANY's part or on the part of any of COMPANY's employees; or
- (c) Is rightfully given to COMPANY from sources independent of TECH.
- (d) Was independently developed by COMPANY without TECH's proprietary and confidential information, including, but not limited to, INFORMATION disclosed to COMPANY pursuant to this Agreement.
- (e) Is approved in writing by TECH for release.

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

3. Written confidential information provided to COMPANY will be clearly marked with the legend, "Louisiana Tech University Confidential", or with another appropriate proprietary legend.

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

5. Information not marked or designated as being confidential by TECH 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 COMPANY shall be and remain in TECH and COMPANY 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 COMPANY.

#### Optional Clauses

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

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

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

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

10. It is understood that the INFORMATION is given to COMPANY on a non-exclusive basis and that TECH 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 Tech, COMPANY agrees to return to TECH all documentation, copies, notes, diagrams, or other materials containing any portion of the INFORMATION, or to confirm to TECH, 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. TECH 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 COMPANY.

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, COMPANY's responsibly for maintaining confidential protection of INFORMATION will survive as long as the INFORMATION is proprietary to TECH.

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:

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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