

NON-DISCLOSURE AGREEMENT

(University Receiving)

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**") wishes to receive from _____ having its business address at _____ (hereinafter "**COMPANY**") 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

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

1. TECH agrees not to divulge the INFORMATION to any third party or parties, or use the INFORMATION for any purposes other than _____. TECH further agrees to limit disclosure to only those of its officers and employees as TECH 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 TECH under this Agreement. TECH shall take all appropriate and reasonable steps to prevent the unauthorized disclosure of the INFORMATION as provided herein.

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

(a) Was in TECH'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 TECH's part or on the part of any of TECH's employees; or

(c) Is rightfully given to TECH from sources independent of TECH.

(d) Was independently developed by TECH without COMPANY's proprietary and confidential information, including, but not limited to, INFORMATION disclosed to TECH pursuant to this Agreement.

(e) Is approved in writing by COMPANY for release.

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

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

4. If disclosed orally, COMPANY shall be responsible for clearly informing TECH of the confidentiality of the information at the time that it is disclosed. In the event of oral disclosure,

COMPANY will document in a letter to TECH the confidential nature of the subject discussed along with the dates and circumstances of the disclosure. TECH will acknowledge receipt and agreement with each such documentation letter or will notify COMPANY of the need for revision of the documentation letter.

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

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

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

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

10. 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.

11. 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: _____

Name: _____

Dr. Daniel D. Reneau

Title: _____

Title: President

Louisiana Tech University

Date: _____

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