



UAHuntsville

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

NONDISCLOSURE AGREEMENT

THIS AGREEMENT made on this the _____th day _____, 20____, by and between The Board of Trustees of the University of Alabama, for and on behalf of The University of Alabama in Huntsville, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute (hereinafter called "UAHuntsville"), and _____, a corporation organized and existing under the laws of the State of _____ and having offices at _____ (hereinafter called "_____").

WHEREAS, each party to this Agreement may desire to disclose to or receive from the other party certain proprietary information relating to the subject described below; and

WHEREAS, the party disclosing such information shall be referred to as the "Discloser" and the party receiving such information shall be referred to as the "Recipient"; and

WHEREAS DISCLOSER AND RECIPIENT agree to exchange information which will be governed by the following paragraphs; and

WHEREAS, the parties have acquired and developed a substantial amount of valuable Confidential Information, concerning: _____

WHEREAS, the parties desire to exchange said Confidential Information for the purpose stated below; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereto agree as follows:

1. The exclusive points of contact with respect to the transmission and control of Proprietary Information exchanged hereunder are designated by the respective Parties as follows:

COMPANY:

Name:
Tel: ()
Fax:
Email:

UAHuntsville:

Name:
Tel: () 824-
Fax: (256)
Email:

2. For the purpose of this Agreement, Confidential Information shall mean any information and data of a confidential nature, including but not limited to proprietary technical, developmental, marketing, sales,

operating, performance, cost know-how, business and process information, computer data, documentation, algorithms, software programs and codes, existing and future product designs and specifications, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which are disclosed pursuant to this Agreement.

3. Discloser agrees to make known to Recipient, from time to time in Discloser's sole discretion, and Recipient agrees to receive Confidential Information for the sole purpose of evaluation of the information and to determine any interest of Recipient in the same. This Agreement does not obligate Discloser to make known to Recipient any information, Confidential Information or otherwise, the timing and nature of such disclosure, and the information disclosed being in the sole discretion of Discloser.
4. All Confidential Information delivered pursuant to this Agreement:
 - (a) shall, if in written form, be marked "Confidential" or similarly legended by Discloser before being turned over to Recipient. All oral disclosures of Confidential Information shall be summarized, in writing, by the Discloser and said summary will be given to recipient within 30 days of the subject real disclosure. Recipient must make any objections to the contents of the summary, in writing, within 30 days of receipt;
 - (b) shall not be distributed, disclosed, or disseminated in any way or form by Recipient to anyone except its own employees, who have a reasonable need to know said Confidential Information provided, however, that any such employee agrees to be bound by the obligation of Recipient under this Agreement;
 - (c) shall be treated by Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to Recipient's own information of like importance which is to be kept secret. Recipient shall be liable for disclosure of Confidential Information of the Discloser only if such care is not used. The burden shall be upon Recipient to show that such care was used;
 - (d) shall not be used by any Recipient for its own purposes, except as otherwise expressly stated herein, without the express prior written permission of Discloser;
 - (e) shall remain the property of and be returned to Discloser (along with all copies thereof) within 30 days of receipt by Recipient of a written request from Discloser setting forth the Confidential Information be returned;
 - (f) shall not be disclosed to any persons, except as provided in Section 3(b) above, including without limitation those persons whose products, goods or services compete with any of Discloser's.
5. The obligations of paragraph 3 shall not apply however to any information which:
 - (a) is already in the public domain or becomes available to the public through no breach of this Agreement by Recipient;
 - (b) was in Recipient's possession prior to receipt from Discloser as proven by its written records;

(c) is received by Recipient independently from a third party free to disclose such information to Recipient, or;

(d) is subsequently independently developed by Recipient as proven by its own written records.

6. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.
7. Recipient's obligations hereunder with respect to each item of Confidential Information shall terminate five years from the respective dates of the disclosure by Discloser to Recipient of such information.
8. Recipient shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate Discloser to disclose to Recipient any particular information.
9. Unless otherwise agreed in writing by the parties hereto, the parties hereto shall not be obligated to compensate each other for authorized disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information, as well as any use thereof, except as otherwise provided for herein.
10. Recipient shall have no obligation to enter into any further agreement with Discloser except as Recipient, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials that may accompany the disclosure shall not result in any obligation to grant Recipient rights therein.
11. This Agreement shall be effective as of the date of the last signature as written below. It may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. This Agreement shall automatically terminate Five (5) Years from its effective date. The rights and obligations accruing prior to termination as set forth herein, shall however survive the termination as specified in this Agreement. **PRIOR TO OR UPON SUCH TERMINATION, ALL CONFIDENTIAL DISCLOSURES SHALL BE RETURNED TO DISCLOSER.**
12. Discloser warrants and represents that Discloser possesses all necessary powers, rights and authority lawfully make the disclosures subject to this Agreement. Recipient agrees that Confidential Information will not be disclosed to its parent, subsidiaries or affiliates in any manner whatsoever.
13. Any notice under, or in connection with this Agreement shall be in writing and shall be deemed to have been given when received by the party to which said communication is directed at its address set forth below. A receipt evidencing delivery of certified or registered mail shall constitute evidence of receipt. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail. For purpose of giving notices under this agreement, the addresses of the parties are as follows:

FOR COMPANY:

FOR UAHuntsville:

The University of Alabama in Huntsville
301 Sparkman Drive, VBRH E26
Huntsville, AL 35899
Attn: Gloria W. Greene
Fax: (256) 824-6677
Email: greeneg@uah.edu

Attention:
Fax:
Email:

14. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement is made subject to and shall be construed under the laws of the State of Alabama.

IN WITNESS WHEREOF, the Recipient hereto has caused this Agreement to be executed by their duly authorized representatives on dates specified below.

The Board of Trustees of The University of Alabama
for and on behalf of The University of Alabama in
Huntsville

BY:

BY:

Name:

Name: Gloria W. Greene

Title:

Title: Director, Office of Sponsored Programs

Date:

Date: