

NON-DISCLOSURE AGREEMENT

CAT Instrument

THIS AGREEMENT is made by and between Tennessee Technological University (“TTU”) having an address at 1 Wm Jones Drive, Cookeville, Tennessee 38505 and the recipient specified below.

TERMS & CONDITIONS

1. Tennessee Tech University possesses certain confidential and proprietary information (“**TTU Information**”), including but not limited to the CAT instrument, questions, scoring & interpretive schema and the like, relating to one or more versions of its CAT Critical thinking Assessment Test.
2. The recipient shall: (a) maintain the secrecy of TTU Information; (b) not disclose, reproduce, disseminate or publish the content of the CAT instrument and associated scoring guide to any third party without the prior written consent of TTU; (c) use the TTU Information only for the purpose of evaluating groups of students and programs at the recipient institution; and (d) ensure that TTU Information will only be disclosed to those employees who have signed a Non-Disclosure Agreement.
3. All Information shall be subject to secrecy unless the disclosing party expressly, and in writing, advises the receiving party that secrecy does not or no longer applies.
4. A Recipient shall protect disclosed Information by using the same degree of care, but no less than a reasonable degree, to prevent the unauthorized disclosure, use or dissemination of the Information, as Recipient uses to protect its own confidential information.
5. A Recipient shall then, if so requested in writing, return to Discloser all Information furnished in connection herewith. Return of Information shall not affect the obligations of a Recipient to treat the same as confidential, and not to use or disclose it.
6. Neither party acquires any intellectual property rights under this Agreement.
7. This Agreement constitutes the entire understanding between the parties regarding confidential Information and merges all prior discussions between them.
8. No amendment or modification of this Agreement shall be valid or binding on the parties unless mutually agreed, expressed in writing and signed on behalf of each party by their respective duly authorized agent.

AGREED TO AND ACCEPTED BY:

By (signature): _____

Name: _____

Official Title: _____

Institution: _____

Date: _____

Return to: Center for Assessment and Improvement of Learning, Box 5031, Tennessee Tech University, Cookeville, TN 38505 Fax: 931-372-3722
--