



## NON-DISCLOSURE AGREEMENT

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THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is made by and between Tennessee Technological University ("Proprietor") having an address at 1 William L. Jones Drive, Cookeville, Tennessee 38505, and \_\_\_\_\_ ("Recipient"), having an address at \_\_\_\_\_.

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### RECITALS

WHEREAS, Proprietor desires to disclose to Recipient, and Recipient desires to receive from Proprietor, certain information that Proprietor considers confidential; and

WHEREAS, Recipient is willing to receive such information subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, which are incorporated in this Agreement, and the mutual promises hereinafter contained, the parties agree as follows:

### TERMS & CONDITIONS

1. Proprietor possesses confidential and proprietary information ("**Information**"), including business information, technical data, drawings, prototype machinery and the like, relating to: \_\_\_\_\_.
2. Recipient shall: (a) maintain the secrecy of Proprietor's **Information**; (b) not disclose, use, disseminate or publish the **Information** to any third party without the prior written consent of Proprietor; and (c) use the **Information** only for the following purpose: technology assessment. **Information** shall be disclosed only to those employees of Recipient who are reasonably required to have access to such **Information** for the purpose described above.
3. **Information** shall be subject to secrecy only if it is clearly marked as "CONFIDENTIAL" with Proprietor's name on it when disclosed to Recipient. If disclosure is made orally or visually, then the secret nature of the **Information** must first be announced, and the disclosure must within thirty (30) days be reduced to writing and clearly marked "CONFIDENTIAL" with Proprietor's name thereon.
4. The following categories of information are exempt from Recipient's secrecy obligations:
  - a. Information which, at the time of disclosure, is already in the public domain;
  - b. Information which, after disclosure, becomes part of the public domain (except by breach of this Agreement by Recipient);
  - c. Information which Recipient can establish by competent proof was in Recipient's possession before or at the time of disclosure by Proprietor;

- d. Information which Recipient receives from third parties as a matter of right; and
  - e. Information which is disclosed by Recipient pursuant to any judicial or governmental request, requirement or order, provided that Recipient gives Proprietor sufficient prior notice in order to contest such request, requirement or order.
- 5. Recipient shall protect the 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.
  - 6. Recipient's obligations as contained in this Agreement shall expire three (3) years from the execution date hereof. Recipient shall then, or earlier if so requested in writing, return to Proprietor all **Information** furnished in connection herewith.
  - 7. Neither party acquires any intellectual property rights under this Agreement.
  - 8. This Agreement constitutes the entire understanding between the parties regarding confidential **Information** and merges all prior discussions between them.
  - 9. 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.
  - 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

AGREED TO AND ACCEPTED BY:

**Tennessee Technological University**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Recipient Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_