**Non-Disclosure Agreement**

**THIS AGREEMENT** by and between      , a      , whose address is       and the University of Louisiana at Lafayette, a non-profit government-affiliated educational institution (“UL Lafayette”), whose address is 104 University Circle, Lafayette, LA 70503.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. "Confidential Information" shall be defined as that proprietary information, other intellectual property, and/or any and all information, know-how and data, technical or non-technical, concerning software, data and/or other technologies owned or controlled by either party that is transmitted or otherwise disclosed by one party (DISCLOSING PARTY) to the other party to this Agreement (RECIPIENT) orally, in writing, electronically, or in other tangible form that has or could have commercial value or other utility to a party to this agreement, or to any other person or party. Confidential Information also includes all information which the unauthorized disclosure of such information could be detrimental to the interests of the party which owns or controls said information, whether or not such information is identified as Confidential Information.

2. The parties agree that the disclosure hereunder is for the sole purpose of evaluating a possible collaborative research arrangement between the parties in accordance with or using in whole or in part such Confidential Information.

3. The disclosure of the Confidential Information shall be in writing and clearly marked “CONFIDENTIAL,” or if orally disclosed, shall be described as “CONFIDENTIAL” when disclosed and shall be reduced to writing by the party making the disclosure within thirty days of its disclosure.

**RESPONSIBILITIES OF THE RECIPIENT**

4. The Recipient shall not use any Confidential Information received by a party to this Agreement for any purpose and, especially for the purpose of developing a commercial application using any part of the Confidential Information, other than for assessment, except as provided in this paragraph. Without the prior, written consent of a duly authorized representative of the party making the disclosure, the Recipient shall not disclose such Confidential Information to any third party other than to employees and/or students who are under similar obligations of non-use and non-disclosure and who have a strict need for access to such Confidential Information in order to assist in doing the aforementioned assessment.

5. In consideration of such disclosure, for a period of five (5) years after the disclosure of the Confidential Information, the Recipient agrees not to disclose the Confidential Information to any third party not affiliated with the parties to this agreement by common ownership and then only under similar conditions of confidentiality or use it for any purpose, other than as described in this Agreement, unless the party disclosing the Confidential Information agrees otherwise in writing prior to the disclosure of the information.

 6. If a party to this Agreement or anyone to whom the party transmits the Confidential Information is requested to disclose the Confidential Information in connection with a legal or administrative proceeding, that party agrees to give the other party prompt notice of the request. The other party to this Agreement may, at its own expense, seek a protective order or other remedy and/or waive compliance with the provisions of this Agreement. If one of the parties to the Agreement seeks a protective order or other remedy, the other party to the Agreement will cooperate in protecting the confidentiality of the information. In the event that such protective order or other remedy is not obtained, the party obliged to disclose the information shall disclose only that portion of the Confidential Information which is legally required to be disclosed.

 7. The party receiving the Confidential Information will disclose it only to those employees, individuals or entities who have a need to know of it as a part of the party’s evaluation of the information and those receiving the Confidential Information shall hold such information in confidence pursuant to the terms of this Agreement.

 8. The party receiving the information will make its evaluation as promptly as possible and upon completion of its evaluation, shall return the Confidential Information to the other party, or certify in writing that it has destroyed all Confidential Information together with all copies thereof except for a single copy which the party may keep for archival purposes only.

 9. In the event that a party receiving Confidential Information shall have knowledge of any breach of confidentiality or the misappropriation of any Confidential Information, that party shall promptly give notice thereof to the other party. In the event of any violation of this agreement by any party, without limitation to any of the other remedies to which it may be entitled by law, the aggrieved party may be entitled to injunctive relief and to payment of court costs and attorney’s fees that it incurs in protecting its intellectual property rights, and/or the confidentiality of any information.

**JOINT RESPONSIBILITIES**

10. The obligations of confidentiality shall not apply to information transmitted by one party to the other party that:

a. was known to the receiving party prior to its disclosure by the other party;

b. is or becomes publicly known through no fault or omission attributable to the party receiving the information;

c. is given to a party by a third party under no obligation of confidentiality to the party receiving the information from the third party; or,

d. is independently developed by a party without the aid, application or use of such Confidential Information, as established by a preponderance of documentary evidence.

11. The parties further agree that during the period of time that such information is to be treated as confidential under this Agreement, no party will make any commercial use, in whole or in part of the other party’s Confidential Information, without that party’s prior written consent. Moreover, neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible or intangible objects that embody the other party’s Confidential Information and that are provided to the party in accordance with this Agreement.

 12. No rights or obligations to the Confidential Information other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, either directly or indirectly, in or under any trade secret, know-how, copyright and/or patents now or hereafter held or licensed by the parties.

 13. The validity and interpretation of this Agreement shall be governed by the laws of the State of Louisiana. If any provision or any portion of a provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall be binding upon the parties hereto and enforceable as though the invalid or unenforceable provisions or portion thereof were not contained herein.

 14. A waiver by any party of any provision or portion thereof in any one instance shall not be deemed or construed to be a waiver of such provision or portion thereof for any similar, subsequent instance.

 15. Any notice required or permitted under this Agreement shall be deemed to have been duly delivered when mailed by certified United States mail with postage prepaid and return receipt requested to the intended recipient at the address set forth for that party herein above.

16. This Agreement may be modified only in writing and shall be binding upon the parties hereto and upon their successors in business, but shall not otherwise be assignable.

IN WITNESS WHEREOF, the parties have executed this Agreement, the effective date of which is the date of the last signature below.

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By: By:

NAME:       NAME: Dr. E. Joseph Savoie

TITLE:       TITLE: President

DATE: DATE: