

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is between The Board of Governors of Missouri State University at Springfield, Missouri ("University") with its main campus located at 901 S. National Avenue, Springfield, Missouri 65897 and ***Insert Name of Organization*** ("Company"), ***Insert status – educational institution, non-profit or for-profit corporation***, having a principal place of business at ***Insert address***.

RECITALS

- A. University and Company wish to discuss certain confidential and proprietary information pertaining to ***Insert Title or Brief Description of the Technology ("Information")***. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.
- B. University and Company are willing to disclose and receive Information for purposes of determining the potential for a joint project to develop and commercialize the technology.
- C. The parties are willing to exchange Information to determine the potential for a joint project to develop and commercialize the technology.
- D. University and Company are willing to disclose the Information and University and Company are willing to receive the Information (as "Receiving Party") on the terms and conditions set forth herein.

Therefore, University and Company agree, as follows:

- 1. The party disclosing the Information will be designated as the "Disclosing Party" and the party receiving the Information will be designated as the "Receiving Party."
- 2. The Receiving Party will not disclose to any other person Information and will use at least the same degree of care to maintain Information secret as the Receiving Party uses in maintaining as secret its own secret information, but always at least a reasonable degree of care.
- 3. The Receiving Party will restrict disclosure of Information solely to those employees of Receiving Party having a need to know such Information.
- 4. The Receiving Party will advise each such employee, before he or she receives access to Information, of the obligations of the Receiving Party under this Agreement, and require each such employee to maintain those obligations.
- 5. Within fifteen (15) days following request of Disclosing Party, Receiving Party will return to Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of Information, or confirm to Disclosing Party, in writing, the destruction of such materials.

6. This Agreement imposes no obligation on Receiving Party with respect to any portion of Information received from Disclosing Party which:
 - a. Was known to Receiving Party prior to disclosure by Company and as to which Receiving Party has no obligation not to disclose or use it;
 - b. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality;
 - c. Is or becomes generally known or available other than by unauthorized disclosure;
 - d. Is independently developed by the Receiving Party; and
 - e. Is generally disclosed by Disclosing Party to third parties without any obligation on the third parties; and
 - f. Is required to be disclosed by law.
7. This Agreement imposes no obligation on Receiving Party with respect to any portion of Information disclosed by Disclosing Party, unless such portion is:
 - a. disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure; or
 - b. disclosed in any other manner and summarized in a memorandum marked as "CONFIDENTIAL" mailed to the University within thirty (30) days of the disclosure.
8. Information disclosed by University to Company and all intellectual property rights, realized or potential, shall remain the sole property of the University. Information disclosed by Company to University and all intellectual property rights, realized or potential, shall remain the sole property of the Company. The parties shall negotiate in good faith the ownership and disposition of Information and all intellectual property rights, realized or potential, developed jointly by University and Company under this Agreement.
9. Disclosing Party does not make any representation with respect to and does not warrant any Information provided under this Agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, Disclosing Party does not make any representations or warranties, whether written or oral, statutory, express or implied with respect to Information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose.
10. In the event of a breach or threatened breach or intended breach of this Agreement by Receiving Party, Disclosing Party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach, including court costs and

reasonable attorney's fees incurred. To the extent provided by Missouri law, and in no way to be construed as any waiver or limitation of the doctrines of sovereign, official or governmental immunity, the University and Company agrees to be responsible for its own acts and omissions, whether negligent or not, in connection with the performance of the terms and conditions of this Agreement.

11. The validity, construction, and performance of this Agreement are governed by the laws of the state of Missouri. Litigation in regard to any dispute arising from this Agreement shall be conducted exclusively in the Circuit Court of Greene County, Missouri or if jurisdiction is established, in the U.S. District Court for the Western District of Missouri.
12. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
13. Each party shall advise the other, in writing, at the time of disclosure or as soon thereafter as reasonably possible, if any Confidential or Proprietary Information is known or learned to be export controlled technology under the ITAR Munitions List or EAR Commodity Control List. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed as a limitation on access or publication of the results of this or any subsequent agreement which would obviate the Fundamental Research Exemption such as set forth in NSDD 189 or 22CFR Section 120. The parties are free in any future agreement, if determined in their interest, to agree to consider that Proprietary Information should be treated as applicable to federal regulations on export control.

This Agreement is binding upon University and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall terminate three (3) years after disclosure is made.

**For the Board of Governors of
Missouri State University**

NAME OF COMPANY

Authorized Representative:

Authorized Representative:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lead Person(s):

Lead Person(s):

By: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____