

# NONDISCLOSURE AGREEMENT

between

\_\_\_\_\_

and

GEORGIA TECH RESEARCH CORPORATION

This Agreement is effective the \_\_\_\_ day of \_\_\_\_\_, 2010, (“Effective Date”) by and between \_\_\_\_\_ (hereinafter referred to as the “COMPANY”) and Georgia Tech Research Corporation (hereinafter referred to as “GTRC”). Whereas COMPANY desires to evaluate certain GTRC Technology and whereas GTRC or the Georgia Institute of Technology (hereinafter referred to as “GIT”) may disclose to COMPANY Proprietary Information to facilitate such evaluation, now, therefore, in consideration of the foregoing and the mutual promises contained herein, COMPANY and GTRC hereby agree as follows:

## 1. Definitions

(a) Trade Secrets - As used in this Agreement the term “Trade Secrets” shall mean any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in that it is not generally known in the industry in the areas in which it is utilized.

(b) Confidential Information - As used in this Agreement the term “Confidential Information” shall mean any data or information having commercial value which may include but not be limited to data, data bases, product plans, strategies, forecasts, research procedures and development, marketing techniques procedures and materials, customer names and other information related to customers, price-lists, pricing policies and financial information that the parties consider sensitive and that is not generally known to the public.

(c) Proprietary Information - As used in this Agreement the term “Proprietary Information” shall mean Trade Secrets and Confidential Information, as defined above.

2. Company agrees to hold Proprietary Information received hereunder in confidence and to utilize its best efforts to avoid disclosure of such Proprietary Information to any person, firm, corporation, or individual other than Company employees or agents who must have access to such Proprietary Information in order to evaluate it for internal purposes only and who have signed appropriate agreements to protect the confidentiality of the Proprietary Information. Company shall have no obligation of confidentiality with respect to information received hereunder, which:

(a) is already known to Company at the time of disclosure as evidenced by written records of the Company produced for GTRC’s inspection within 14 days of disclosure of the information; or

(b) is or becomes publicly known without the wrongful act or breach of this Agreement;

or

(c) is rightfully received by Company on a nonconfidential basis from a third party with a lawful right to disclose; or

(d) is approved for release to a third party by the written authorization of GTRC.

3. Neither party shall be liable to the other for the disclosure of Proprietary Information that is obligated to be disclosed by order of a court of competent jurisdiction.

4. Any information pertaining to \_\_\_\_\_ including but not limited to information disclosed in Georgia Institute of Technology Record of Invention \_\_\_\_\_ “ \_\_\_\_\_ ”, which is disclosed by GTRC or GIT to Company shall be treated as Proprietary Information. All other information disclosed by GTRC or GIT to Company shall not be considered Proprietary Information unless GTRC indicates to Company at the time of such disclosure that the information is Proprietary and within thirty (30) days of such disclosure provides Company with an appropriately marked writing which sets forth such Proprietary Information.

5. Nothing in this Agreement shall be construed to grant Company any right, title, or license in any Proprietary Information received hereunder other than the right to evaluate such Proprietary Information for the purpose of sponsoring a research project at GIT involving such Proprietary Information, and/or for the purpose of acquiring a license thereto.

6. Company agrees to provide GTRC with the results of any tests or analyses conducted by Company of Proprietary Information received hereunder within fourteen (14) days of completion of such tests or analyses. GTRC shall have the right to disclose such results to third parties. GTRC agrees not to disclose Company's name as the source of such results without Company's permission.

7. Company agrees to return all Proprietary Information received under this Agreement to GTRC within fourteen (14) days of the completion of the evaluation or one (1) year from the date of this Agreement, whichever is earlier.

8. Company agrees that no technical data received hereunder shall be exported or disclosed to any foreign national, firm, or country, including foreign nationals employed by or associated with Company, without first complying with the U.S. Export Administration Regulations and/or U.S. International Traffic in Arms Regulations, including obtaining an export license or technical assistance agreement, if applicable.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. The term of this Agreement shall be one (1) year from the effective date of this

Agreement provided that the term of confidentiality with respect to Confidential Information received by Company hereunder shall be five (5) years from the date of disclosure. The term of confidentiality with respect to Trade Secrets received by Company hereunder shall be perpetual.

GEORGIA TECH RESEARCH  
CORPORATION

BY \_\_\_\_\_  
TYPED NAME Patrick Reed  
TITLE Technology Licensing Associate  
DATE \_\_\_\_\_

\_\_\_\_\_  
BY \_\_\_\_\_  
TYPED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_