

**UNIVERSITY OF NORTH TEXAS
MUTUAL NONDISCLOSURE AGREEMENT**

This Agreement is entered into for the period beginning _____ and
ending _____ by and between _____
having a place of business at _____
_____ and any
business entity owned or controlled by
(hereinafter jointly referred to as "AGENCY"), and University of North Texas, located at, 1501
Chestnut, Denton, Texas 76203 (hereinafter referred to as "UNT"). AGENCY and UNT are
hereinafter referred to collectively as the "Parties" or individually as a "Party."

1. Purpose

The purpose of this Agreement is to set forth the rights and obligations of the Parties with respect to the use, handling, protection, and safeguarding of Proprietary Information which is disclosed by and between the Parties hereto relating to the

2. Definition

a. Proprietary Information is defined as technical data and other information (including but not limited to products, substances, organisms, technology, research results or plans, processes, know-how, reports, descriptions, drawings, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related to the subject matter set forth in Article 1 hereabove, and is disclosed or delivered by either Party to the other, whether by means of written or oral disclosure or otherwise and has been labeled as "Confidential" or "Proprietary" by the disclosing Party. Such information shall be deemed Proprietary Information subject to the terms of this Agreement unless such information is otherwise determined to be non-proprietary pursuant to Article 3(d) below.

b. In the event of oral disclosure of Proprietary Information, the disclosing Party agrees to promptly notify the receiving Party of such oral disclosure, and reduce to writing labeled as "Confidential" or "Proprietary" the information within thirty (30) days of such oral disclosure, referencing the place and date of oral disclosure and the names of the employees of the receiving Party to whom such oral disclosure was made, and including therein a brief description of the information disclosed.

3. Limitations on Use and Disclosure of Proprietary Information

a. Proprietary Information shall not be copied or reproduced by the receiving Party without the express written permission of the disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose stated above.

b. Proprietary Information shall be disclosed only to the director or employees of the receiving Party who have a "need to know" in connection with the purpose stated above.

c. Proprietary Information shall not be disclosed by receiving Party to any third party without the prior written consent of the disclosing Party.

d. Notwithstanding anything to the contrary in this Agreement, information shall constitute non-proprietary information when the information:

1. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the receiving Party; or
2. was, at the time of receipt, otherwise known to the receiving Party without restriction as to use or disclosure; or
3. becomes known to the receiving Party from a source other than the disclosing Party without a breach of this Agreement by the receiving Party; or
4. is developed independently by the receiving Party without the use of Proprietary Information disclosed to it hereunder; or
5. is disclosed more than five (5) years after it is first received hereunder.

e. All written data delivered by the disclosing Party pursuant to this Agreement shall be and remain the property of the disclosing Party, and all such written data, and any copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option.

4. Term

This Agreement shall apply to all Proprietary Information disclosed by either Party to the other before or after the date of the Agreement, and the protection afforded by this Agreement for each item of Proprietary Information shall continue for a period of five (5) years from the date of disclosure of such item of Proprietary Information. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, affiliates and assigns of the Parties hereto. (As used herein the term "affiliates" shall include any entity directly or indirectly controlling, controlled by or under common control with a Party, through ownership or other exercise of voting power.)

5. Warranty

NEITHER PARTY MAKES ANY WARRANTY, GUARANTEE, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPRIETARY INFORMATION DISCLOSED HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES, OF WHATEVER KIND, AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF THE INFORMATION PROVIDED HEREUNDER.

6. No Formal Business Obligations

This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal to or perform a contract with the other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any of the costs associated with the other's efforts in connection with this Agreement.

7. No License Granted

No license or conveyance of any rights to either Party under any discoveries, inventions, patents,

trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Proprietary Information between the Parties.

8. Notices

Notices regarding this Agreement shall be sent to:

AGENCY

UNT

Kristi Lemmon
Director of Sponsored Project
Office of Research Services
University of North Texas
P.O. Box 305250
Denton, Texas 76203-5250
Telephone: 940-565-3940
Fax: 940-565-4277
Email: lemmon@unt.edu

9. Specific Person to Receive Proprietary Information

Each Party shall advise the other Party of one person in its employ who will receive the Proprietary Information exchanged pursuant to this Agreement. On the effective date of this Agreement the following are so named:

AGENCY

UNT

10. United States and State Government Requirements

The Parties and their employees shall not use or disclose any Proprietary Information or other information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to, the Export Administration Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations of the U.S. Department of State, and the Industrial Security Manual for Safeguarding Classified Information of the Department of Defense.

Nevertheless, Proprietary Information may be disclosed by the receiving Party pursuant to judicial order, governmental regulation or statutory requirement, provided the receiving Party notifies the disclosing Party as soon as possible (and in any event prior to such disclosure) and cooperates with the disclosing Party in the event the disclosing Party elects to contest and avoid such disclosure. Disclosure under this Article shall not relieve the receiving Party of its obligations of confidentiality generally under this agreement.

11. Applicable Law

This Agreement shall be governed by the laws of the State of Texas.

12. Assignment

Neither this Agreement nor any interest herein may be assigned in whole or in part by either Party hereto without the prior written consent of the other Party.

AGENCY

UNIVERSITY OF NORTH TEXAS

By: _____

By: _____

Andrew M. Harris
Vice President for Finance and
Business Affairs

Date: _____

Date: _____