THE UNIVERSITY OF ALABAMA
NON-DISCLOSURE/PROPRIETARY INFORMATION AGREEMENT

It is understood that it is the mutual desire of both The University of Alabama, acting for and on behalf of the Board of Trustees of The University of Alabama (hereinafter referred to as “UA”), and ^ (hereinafter referred to as “^”) to disclose certain confidential information.

UA shall be: ___ A Disclosing Party ___ A Receiving Party ___ both

^ shall be: ___ A Disclosing Party ___ A Receiving Party ___ both

The specific purpose of the disclosure of confidential information is ____________________________________________
______________________________________________________________________________________.

The information to be supplied under the provisions of this Agreement relates to the subject area of________
______________________________________________________________________________________.

Information includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth above and which is identified by the Disclosing Party at the time of disclosure as being proprietary. Information transmitted in writing must be marked “Proprietary”, or “Confidential” or other similar designation in order for it to be covered under this Agreement. Information transmitted orally or visually and identified at the time as being proprietary shall be considered as information covered herein if it is reduced to writing, properly marked, and Transmitted to the Receiving Party within ten (10) days after oral transmission.

1. The Receiving Party Agrees:

   a. That a confidential relationship between the parties has been established and to use the information only for the purpose set forth above.

   b. To treat the information as being confidential and to protect the information with no less standard of care than the Receiving Party uses to protect its own proprietary information, or if no such standard exists, then the standard of care shall be that of the Disclosing Party.

   c. To restrict circulation and disclosure of the information within its own organization to employees who have a need to know in connection with the purpose of the disclosure as set forth above, and to ensure that such employees are informed of the confidential nature hereof and agree to and are required to observe the provisions of confidentiality set forth herein.

   d. To treat the information as valuable property, to hold such information in confidence, and not to disclose the information to any other party without the written authorization of the Disclosing Party.

   e. To return or destroy the information promptly upon request of the disclosing Party, or, in any event, upon termination or completion of this Agreement, together with any and all copies, negatives, or reproductions or derivative works in any media made thereof. One copy may be retained for archival purposes.

2. The Disclosing Party acknowledges that Receiving Party shall not be liable for disclosure or use of the information which:

   a. Was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under this Agreement through no fault of the Receiving Party; or

   b. Was known to the Receiving Party at the time of disclosure; or

   c. Is disclosed with the written approval of the Disclosing Party; or

   d. Is independently developed by the Receiving Party without the use of information; or

   e. Is rightfully furnished to the Receiving Party by a third party; or

   f. Is disclosed by the Disclosing Party to others on a non-restricted basis; or

   g. Is disclosed as required by judicial action after all available legal remedies to maintain the confidential information in secret have been exhausted.
3. Subject to Article 2 herein, each party receiving confidential information under this Agreement shall maintain the information in confidence in accordance with the terms of this Agreement for a period of three (3) years from the date of receipt of the information.

4. Each party, upon thirty (30) days’ notice in writing to the other party, may terminate this Agreement with respect to the disclosures made thereafter. The rights and obligations hereunder of both parties as to disclosures made within the terms of this Agreement shall survive such termination.

5. No license, express or implied, in the information is granted to receiving party other than to use the information in the manner and to the extent authorized by this Agreement.

6. None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third person.

7. This Agreement shall be deemed to be a contract made under the laws of the state of Alabama and for all purposes it, plus any related supplemental documents and notices, shall be construed in accordance with and governed by the laws of such state.

8. This Agreement constitutes and expresses the entire Agreement and understanding between the parties in reference to all matters herein referred to: all previous discussions, promises, representations, and understandings relative thereto, if any, between the parties is hereby merged.

9. The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to enter into this Agreement on behalf of their company, and further agree to provide evidence of the standard of care to be exercised hereunder and other such documentation as either party may reasonable require.

In witness whereof, the parties hereto have caused this Agreement to be duly executed on the dates set forth under their names, effective as of.

The Board of Trustees for and on behalf of
The University of Alabama

Robert L. Wells, Assistant Academic Vice President for Research Name:
Title:

Date: ___________________________ Date: ___________________________

Witness: ________________________ Witness: ________________________

Date: ________________________ Date: ________________________