



CONFIDENTIALITY AGREEMENT

This Agreement is made effective as of the _____ day of _____, _____, by and between _____ ("Disclosing Party") and Sam Houston State University, a member institution of the Texas State University System, (the Receiving Party or "SHSU"), referred to collectively as the "Parties".

WHEREAS, Disclosing Party is the owner of the proprietary, trade secret, and confidential information and subject matter as well as to ownership of research documents and files under development and so on, (hereinafter "CONFIDENTIAL MATERIAL");

WHEREAS, such CONFIDENTIAL MATERIAL is not public knowledge and is being disclosed to SHSU in the strictest confidence and only under the terms and conditions of this Agreement;

WHEREAS, both Parties to this Agreement consider the disclosure of CONFIDENTIAL MATERIAL to be necessary and desirable for the purpose of facilitating discussion and evaluation of possible product design, development and implementation of material, and consideration of recommendations for subsequent commercialization by Disclosing Party and/or other related activities; and

WHEREAS, this Agreement is being entered into by and between the Parties in order to protect the confidentiality and non-disclosure of CONFIDENTIAL MATERIAL by SHSU.

NOW, THEREFORE, the Parties agree as follows:

I. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" is defined as all non-public information, business plans, contacts, data, designs, documents, drawings, electronic communications, financial data, graphic communications, know-how, marketing information, product names, proposed trademarks, specifications, trade secrets, technical or test data, research published or not and other information related to CONFIDENTIAL MATERIAL which is provided to SHSU under this Agreement. Confidential Information shall also include any tangible information that is designated as such by Disclosing Party at the time of disclosure.

In short: You will be responsible for maintaining the confidentiality of the majority of the information you will work with during your time working at the Center for Innovation and Technology, and are agreeing to do so by signing this document.

II. Use of The Confidential Agreement. SHSU agrees to use the Confidential Information only for the purposes as set forth herein. SHSU agrees to hold in confidence any and all Confidential Information disclosed, and further agrees not to disclose Confidential Information to third parties or to use Confidential Information for seven (7) years from the date of this Agreement, except for discussion and internal

evaluation purposes provided by this Agreement or with the written permission from an authorized officer of Disclosing Party. However, SHSU may disclose the Confidential Information to any of its own employees with a need to know in order to effectuate the discussion and evaluation purposes of this Agreement.

III. Ownership of the Confidential Information. All Confidential Information is and remains the property of Disclosing Party. SHSU agrees not to keep any such Confidential Information beyond the immediate need and use by SHSU in the performance of work for Disclosing Party. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting either expressly or by implication, estoppels, or otherwise, any license or other right or title to any intellectual property, including copyrights, designs, inventions, know-how, patents, trademarks or trade names, trade secrets, or other material now or hereafter owned by or controlled by Disclosing Party.

IV. Limitations on Confidentiality. Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse by SHSU with respect to any information that:

- A. can be demonstrated to have been in the public domain as of the effective date of this Agreement, or legitimately comes into the public domain through no fault of SHSU;
- B. can be demonstrated to have been known to SHSU prior to execution of this Agreement and was not acquired, directly or indirectly, from Disclosing Party or from a third party under a continuing obligation of confidentiality;
- C. can be demonstrated to have been rightfully received by SHSU after disclosure under this Agreement from a third party who did not require same to hold it in confidence or limit its use, and who did not acquire it, directly, or indirectly, from Disclosing Party under a continuing obligation of confidentiality;
- D. can be demonstrated to have been independently developed by personnel of SHSU who had no substantive knowledge of any information provided by Disclosing Party;
- E. is permitted to be disclosed or used pursuant to express written consent from an authorized officer of Disclosing Party; or
- F. is legally required to be disclosed by SHSU under court order, law, or other governmental regulation or authority. SHSU shall only make such disclosure after giving written notice to Disclosing Party of the legal requirement and reasonable opportunity for Disclosing Party to object to Disclosure and/or seek a protective order.

In short: You can think of "Limitations on Confidentiality" as information not subject to being kept confidential. If the information:

- Is already public;
- Can be demonstrated as already known by outside parties prior to signing this Agreement;
- Was not already confidential;
- Can be proven to have been developed independently outside of the Center; or
- There is a legal requirement (for example, a court order for the information) requiring the information to be disclosed,

the information falls outside of the scope of this Agreement and does not need to be kept confidential.

V. Notice. If deemed necessary by SHSU, notices regarding this Agreement shall be sent in writing, by electronic mail to the following parties:

VI. Miscellaneous

A. This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement. The Agreement may not be changed, modified, or discharged, in whole or in part, except by a subsequent agreement in writing signed by authorized representatives of the Parties.

B. This Agreement will be governed by the laws of the State of Texas without regards to conflicts of law. Venue for any action related to this Agreement shall be in a court of competent jurisdiction in Walker County, Texas.

VII. Term and Termination of Agreement and Continuation of Clauses. This Agreement will commence as of the effective date specified above and will continue for a period of seven (7) years thereafter, at which time this Agreement shall automatically expire unless 1) the Agreement is terminated earlier by either Party, with written notice of termination to the other party, or 2) the Parties agree in writing to extend the term of this Agreement.

In short: This Agreement will remain effective until seven years after the signing of this Agreement, unless it is

1. Terminated earlier by either party with written notice to the other party, or
2. All signing parties agree to extend the Agreement.

ON BEHALF OF _____

IN THE FOLLOWING CAPACITY: _____

SIGNATURE: _____

PRINTED NAME:

DATE: _____

SAM HOUSTON STATE UNIVERSITY REPRESENTATIVE

SIGNATURE: _____

PRINTED NAME:

DATE: _____