



8. Recipient shall take such care to preserve the confidentiality of Confidential Information as it would if the Confidential Information had been developed by Recipient and were to have been retained in confidence by Recipient, but no less than a reasonable level of care.
9. This agreement is limited in purpose to protection of information and shall not be construed as a teaming agreement, joint venture or other contractual relationship. No license to either party under any patents or copyrights is granted or implied by disclosure of information hereunder.
10. Receiving Party's and Disclosing Party's confidentiality and non-use obligations under this agreement shall expire on the third anniversary of the latest date set forth below.
11. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal proceedings instituted by one Party against the other relating to this agreement shall be conducted within the State of Texas.
12. Contact information:

**Texas State University:**

**NAME:** Dr. Reddy Venumbaka  
**TITLE:** Director, Technology Transfer  
**ADDRESS:** 3055 Hunter Rd. STAR Park  
 San Marcos, TX 78666  
**PHONE:** 512-245-2672  
**FAX:** 512-245-3847  
**EMAIL:** [reddy@txstate.edu](mailto:reddy@txstate.edu)

**Company/Person:**

**PHONE:**  
**FAX:**  
**EMAIL:**

13. Upon termination of this Agreement, Recipient shall return to University all written material; provided, however, one copy of such material may be retained by the Recipient in the office of its legal counsel to preserve a record of the same.
14. Export Control: The Parties agree to comply with U.S. export control regulations. If a Party desires to disclose to another Party hereto, whether directly or indirectly, any information, technology or data that is identified on any U.S. export control list, including the Commerce Control List of 15 C.F.R. Part 774 and the U.S. Munitions List of 22 C.F.R. 121, the Disclosing Party will advise the Receiving Party at the time of disclosure and the Receiving Party will advise the Disclosing Party if it desires to take receipt of the export-controlled materials. No information subject to export controls may be provided to another party hereto without the written consent of the Receiving Party's Notice Contact.

\*\*\*\* This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

**For Texas State University**

**Signature:** \_\_\_\_\_  
**Name:** Dr. Shreekanth Mandayam  
**Title:** Vice President for Research  
**Date:** \_\_\_\_\_

**Read and Understood:**

**PI Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**For Company**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_