

TEXAS  STATE
UNIVERSITY

The rising STAR of Texas

TXSTATE Number _____

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

between

Texas State University and _____

This confidential disclosure agreement ("Agreement") is between Texas State University, an institution of The Texas State University System with offices at 601 University Dr., San Marcos, TX 78666 ("University"), and _____, located at Address _____ ("Company").

Background

1. The University and Company (hereinafter "Parties", or if individual, "Party") are in rightful possession of certain confidential information. For purposes of this Agreement, "Confidential Information" means all information, in whatever form or manner presented that relates to:

" _____,"

2. The Parties desire to exchange Confidential Information solely to: _____ ("Purpose").

Terms

1. This Agreement becomes effective on _____ ("Effective Date") and will terminate on _____ ("Termination Date") unless a time extension or modification is mutually agreed upon in writing between the Parties.
2. Either Party, through its employees or agents, may disclose ("Disclosing Party") Confidential Information to the other Party ("Recipient").
3. Recipient may not disclose Confidential Information to any other party except those employees as may be necessary for the Purpose.
4. Recipient agrees to use Confidential Information solely for the Purpose.
5. Confidential Information disclosed in writing shall be marked "Confidential", and all oral disclosures of Confidential Information shall be declared to be confidential at the time of disclosure and, if requested by Recipient, reduced to writing within thirty (30) days after such disclosure.
6. Information received from the Parties under this Agreement will not be considered Confidential Information if it:
 - a. is a part of the public domain prior to the Effective Date;
 - b. enters the public domain after the Effective Date not due to some unauthorized act by or omission of Recipient;
 - c. is developed by Recipient independently without access to or use of Confidential Information;
 - d. is disclosed to Recipient by a third party who has a right to make such disclosure;
 - e. is information which was already in Recipient's possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof; or
 - f. is required to be disclosed by law, court order, or government regulation.
7. Recipient's duty of confidentiality shall survive for three (3) years from the date a particular item of Confidential Information is first received by Recipient even if that three-year anniversary falls after the Termination Date.

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:

COMPANY/PERSON:

NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

Texas State University:

Dr. Reddy Venumbaka,

Director, Technology Transfer

3055 Hunter Rd. STAR Park

San Marcos, TX 78666

PHONE: 512-245-2672

FAX: 512-245-3847

EMAIL : reddy@txstate.edu

13. Upon termination of this Agreement, Recipient shall return to the Disclosing Party 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: _____

For Company

Signature: _____

Name: _____

Title: _____

Date: _____

Read and Understood:

Signature: _____

Name: _____

Date: _____