



NON-DISCLOSURE AGREEMENT

(University Receiving)

This non-disclosure agreement ("Agreement") is between Western Washington University ("University") and [REDACTED] ("Company"), a corporation having a business address at [REDACTED].

RECITALS

A. Company wishes to disclose and University wishes to receive certain information from Company represented by Company to be confidential and proprietary information (hereinafter collectively, "Information") pertaining to [REDACTED]. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. University wishes to receive and Company wishes to disclose the Information for the sole purpose of [REDACTED].

AGREEMENTS

Therefore, University and Company agree, as follows: 1. That the disclosure of Information by Company is in confidence and thus University agrees to:

- a. (1) Not disclose the Information to any other person and (2) use at least the same degree of care to maintain the Information confidential as University uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;
- b. Use the Information only for the above purpose;
- c. Restrict disclosure of the Information solely to those employees or students of University having a need to know such Information in order to accomplish the purpose stated above;
- d. Advise each such employee or student, before he or she receives access to the Information, of the obligations of University under this Agreement, and require each such employee or student to maintain those obligations.

e. Within fifteen (15) days following request of Company return to the Company all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Company, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on University with respect to any portion of the Information received from Company which (a) was known to University prior to disclosure by company, (b) is lawfully obtained by University from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by University or (e) is disclosed by Company to a third party without a duty of confidentiality on the third party.

3. This Agreement imposes no obligation on University with respect to any portion of the Information unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to University within thirty (30) days of the disclosure. Information disclosed by Company in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. University hereby acknowledges receipt of the items listed in Schedule A, if any.

4. The Information shall remain the sole property of Company.

5. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

6. University agrees it will not export, directly or indirectly, any technical data acquired from Company or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

7. The validity, construction, and performance of this Agreement are governed by the laws of the State of Washington, and suit may be brought in Washington to enforce the terms of this Agreement.

8. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon University and Company and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, University's obligations of confidentiality and restrictions on use of the Information disclosed by Owning Party shall survive termination of this Agreement.

Western Washington University

By: _____

Name: _____

Title: _____

Date: _____

(Company)

By: _____

Name: _____

Title: _____

Date: _____