



## Confidential Disclosure Agreement

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Proprietary Materials (items, documents, materials or models loaned - describe or identify fully, including number of sheets):

In consideration of the disclosure made to \_\_\_\_\_ (the "COMPANY"), by Tennessee Tech University (the "INVENTOR") of information and materials described above ("Proprietary Materials"), the COMPANY agrees as follows:

1. Such Proprietary Materials will be received on a confidential basis and will neither be disclosed to any third party, nor used commercially by the COMPANY, unless written permission to do so is granted by the INVENTOR.
2. COMPANY will carefully safeguard the confidentiality of the Proprietary Materials. COMPANY will permit its employees to have access to the Proprietary Materials only on a need-to-know basis, and only if they agree to observe the nondisclosure and non-use obligations in this Agreement.
3. The obligations imposed by this Agreement shall not apply to any portion of such Proprietary Materials which at the time of the disclosure to the COMPANY (a) was previously known to the COMPANY and not the subject of any secrecy obligation; or (b) had earlier been publicly disclosed in a patent or other printed publication; or (c) was otherwise available to the public.
4. To the extent that such obligations imposed by this Agreement shall be initially applicable they shall terminate immediately with respect to any information which thereafter (a) is patented or disclosed in a printed publication; or (b) otherwise becomes available to the public; or (c) is disclosed to the COMPANY without obligation of secrecy by any third party without breach of any obligation by such third party to the INVENTOR.
5. It is understood by the COMPANY that this Agreement does not grant a license under any patent, patent application, copyright or other proprietary rights.

### ACCEPTED AND AGREED TO:

THE COMPANY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TENNESSEE TECH UNIVERSITY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_