

## UNILATERAL NON-DISCLOSURE AGREEMENT

**THIS** non-disclosure agreement (“**AGREEMENT**”), effective as of \_\_\_\_\_, 20\_\_\_\_, is made between \_\_\_\_\_ (“**Discloser**”) and \_\_\_\_\_ (“**Recipient**”).

**WHEREAS**, Discloser possesses certain information, data, prototypes, and experience relating specifically to \_\_\_\_\_ technology (“**Discloser Information**”); and

**WHEREAS**, said Discloser Information is considered by Discloser as confidential and proprietary to Discloser; and

**WHEREAS**, said Discloser Information is to be disclosed by Discloser to Recipient for the purposes of enabling Recipient to conduct internal testing, assessment, consideration, or evaluation of technology and discuss possible collaborative effort with Discloser (“**Disclosure Purpose**”).

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1) The phrase “**Confidential Information**” means all Discloser Information supplied directly to Recipient by Discloser in written form prominently marked “**Confidential**,” but specifically does NOT include any Discloser Information which:
  - A) Is on the effective date hereof, or hereafter becomes, part of the public domain; or
  - B) At the time of its receipt from Discloser was already known to Recipient; or
  - C) Comes into Recipient’s possession from a third party having the right to so disclose to Recipient; or
  - D) Has been or becomes disclosed by Discloser to a third party on a non-confidential basis; or
  - E) Recipient is required to disclose by a court of competent jurisdiction.
- 2) Recipient shall use reasonable diligence to prevent the unauthorized disclosure by Recipient of the Confidential Information; provided however, that Recipient will not be liable for inadvertent disclosure where reasonable care, commensurate with that which is customarily exercised with respect to its own proprietary information, has been taken to prevent such disclosure.
- 3) The Discloser Information shall be delivered to Recipient, and the disclosure hereunder completed, within 30 days of the effective date hereof (or longer, if the parties agree).
- 4) Recipient agrees not to disclose or use the Confidential Information, (other than for the Disclosure Purpose) for a period of \_\_\_\_ year(s) from the effective date hereof.

- 5) Recipient agrees to return all Proprietary Information submitted upon demand. If Recipient desires to manufacture or sell such Proprietary Information, a separate license must be negotiated.
- 6) Should legal action be instituted in order for either party to establish or enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party all costs of suit and reasonable attorneys' fees.
- 7) This Agreement shall be governed by the laws of the State of New Mexico.
- 8) All transfers of information, including data, under the terms of this Agreement shall at all times be subject to the export control and other applicable laws and regulations of the United States. Each party agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulation expressly permit, of information or data furnished under the Agreement.
- 9) This Agreement contains the entire understanding of the parties as to the subject matter and cannot be modified except by a written document bearing the signatures of both parties hereto.

**IN WITNESS WHEREOF**, the parties have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives.

**Discloser**

**Recipient**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

Name:

Name:

Title:

Title:

Organization:

Organization:

Address:

Address:

Email:

Email:

Phone:

Phone:

**Additional Parties:**

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Name	Signature	Date
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Name	Signature	Date
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