THE UNIVERSITY OF ALABAMA®

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is by and between The Board of Trustees of the University of Alabama ("BOARD"), hereinafter collectively referred to as the Disclosing Party and _____ hereinafter referred to as the Recipient.

WHEREAS, The Disclosing Party contemplates the disclosure of certain services for the University pursuant to the terms of Bid No._____containing confidential information for review by the Recipient: and

WHEREAS, such information of the University is not public knowledge but are secret and will be disclosed only under the terms of this Agreement;

WHEREAS, both parties to this Agreement consider it desirable for the Recipient to evaluate_as part of the_.

NOW, THEREFORE, the parties agree as follows:

1. The effective date of this Agreement ("Effective Date") is   .

2. The confidential information disclosed by Disclosing Party under this Agreement ("Confidential Information") is described as the _____

3. This Agreement controls is effective as of the date written above. Either party may terminate this Agreement on written notice to the other. In the event of termination of this Agreement, or   earlier if requested by the disclosing party, all documents or other materials containing Confidential Information of the disclosing party shall be promptly returned or destroyed. The obligations under this Agreement survive such termination. ("Termination Date").

4. Recipient shall use the Confidential Information only for the purpose of_____for purposes directly related to the project scope of work.

5. Recipient shall protect the Confidential Information using the same degree of care, but no less   than a reasonable degree of care, as the Recipient uses to protects its own similar confidential information, and to prevent any use not authorized herein and dissemination to any third party without a need to know.

6. Recipient shall have a duty to protect only that Confidential Information which is either (a) disclosed by the Disclosing Party in writing and is marked as "Internal Data", "Strictly Private", "Proprietary", "Confidential" or with a comparable legend at the time of disclosure, or (b) disclosed by the Disclosing Party in any other manner, identified as confidential at the time of disclosure and is summarized and designated as confidential in a written memorandum delivered to the Recipient within thirty (30) days of disclosure.

7. The Recipient agrees to hold in confidence any and all Confidential Information disclosed to it by the Disclosing Party and further agrees not to disclose Confidential Information to third parties or use Confidential Information for three (3) years from the Termination Date of this   Agreement, except for discussion and evaluation purposes provided by this Agreement or with written permission from the Disclosing Party.

8. Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on the Recipient with respect to Confidential Information that:

    A. can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of the Recipient;

    B. can be demonstrated to have been known to the Recipient prior to execution of this Agreement and was not acquired, directly or indirectly, from the Disclosing Party or from a third party under a continuing obligation of confidentiality or limited use;

    C. can be demonstrated to have been rightfully received by the Recipient after disclosure under this Agreement from a

third party who did not require the Recipient to hold it in confidence or limit its use and who did not acquire it, directly or indirectly, from the Disclosing Party under a continuing obligation of confidentiality;

D. can be demonstrated to have been independently developed by Recipient.

E. can be demonstrated to have been disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.

F. is released in writing from the confidentiality provisions of this Agreement by the Disclosing Party.

9. Each party represents that it has the right to make the disclosures under this Agreement.

10. The Confidential Information shall remain the sole property of the Disclosing Party.

11. The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of Alabama. If one portion of this Agreement is held invalid and unenforceable, such holding shall not affect the validity of the other portions of the Agreement.

12. A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the disclosing party or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. Government.

13. Nothing in this Agreement shall be construed as a representation that either party will not independently pursue, similar opportunities, provided that the obligations of this Agreement are not breached.

14. This Agreement is not assignable and states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations of confidentiality and no addition to or modification of this Agreement will be binding on either party, unless reduced to writing and signed by each party.

15. This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement may be terminated on thirty (30) days written notice by either party. However, Recipient's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

THE BOARD OF TRUSTEES OF UNIVERSITY OF ALABAMA

Authorized Signature

By:_____

Name:_____

Title: _____

Date:_____

RECIPIENT

Authorized Signature

By:_____

Name:_____

Title: _____

Date:_____