The Oklahoma State University
New Product Development Center/Inventor's Assistance Service

AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
Regarding Product and Process Review Of

_____

We, the undersigned, realize that _____ (hereafter referred to as **The Client**), desires to keep various information about its interests and activities confidential, including not only information about its production processes, research and other internal activities but also proprietary information about what goods and/or services **The Client** desires to purchase and the uses to which **The Client** might put such goods and/or services, and information about those product lines or areas in which **The Client** is becoming active or might have an interest.

We, the undersigned, desire to deal with **The Client** in the project area identified below, and in the course thereof. **The Client** may furnish us with certain of the above information such as drawings, data sheets, process conditions, product design and technical specifications and we may acquire other such information concerning **The Client's** activities. We understand that some or all of this information may be confidential. Therefore, all such confidential information shall be disclosed to the ***Oklahoma State University, New Product Development Center / Inventor's Assistance Service***, (hereafter referred to as The Center) in writing and marked Confidential.

It is understood in the course of fulfilling our business commitments that we may have to communicate some of this information to other people at Oklahoma State University, but in such a case, we will inform them of the confidential nature of the information and make them aware of their responsibility to keep such information confidential, and we will use every reasonable effort to see that they do keep such information confidential.

However, any commitment as to confidential information shall not extend to: information we already possess at the time of disclosure by **The Client**: information which is in or which comes into the public domain from a source other than ourselves; and information that comes to us from a third party source not under obligation to **The Client** to maintain the confidentiality thereof.

We also understand that any drawings, data sheets or other materials given to us by **The Client** remain the property of **The Client** and must be returned upon request to **The Client** at the end of any negotiation or the completion of our work with **The Client.**

The Center agrees that this document shall remain in effect for a period of five (5) years from the date of the agreement, below, and be governed by the laws of the State of Oklahoma

_____
Client's Signature

_____
Full name (Typed or Printed)

_____
Date

Agreed on behalf of:

Oklahoma State University
New Product Development Center/
Inventor's Assistance Service
111 Engineering North,
Stillwater, OK 74078
405-744-5134/744-8727

Contact Person and Information:

Name_____

Address: _____

City_____ State_____ Zip code: _____

PH: _____ Cell: _____

Email: _____

Signed By:

_____
Ranji Vaidyanathan, Director Date

_____
Daniel S. Tilley, Associate Director Date