

## Nondisclosure Agreement

In order to protect certain administrative, financial, or trade secret information hereinafter called "Proprietary Information" which may be disclosed between \_\_\_\_\_ (the Discloser) and the University of Southern California (USC), the Discloser and USC agree that:

1. The Discloser of the Proprietary Information is:

\_\_\_\_\_

2. The Recipient of the Proprietary Information is:

USC Center for Software and Systems Engineering (USC-CSSE)

3. The Discloser's representative(s) for disclosing the Proprietary Information is(are):

\_\_\_\_\_

4. The Recipient's representative for receiving the Proprietary Information is:

Nenad Medvidovic, Director, USC-CSSE

5. The Proprietary Information disclosed under this agreement is described as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The purpose for disclosure of the Proprietary Information is described as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. This agreement covers only Proprietary Information which is disclosed between the dates

\_\_\_\_\_ and \_\_\_\_\_.

8. This agreement shall expire on \_\_\_\_\_ whereupon the Proprietary Information shall be returned to the Discloser or destroyed by the Recipient who shall certify to the Discloser that the Proprietary Information is destroyed. The Recipient's obligation under this agreement regarding nondisclosure of the Proprietary Information though such Proprietary Information is no longer held in tangible form by the Recipient shall nonetheless continue until such date as the Discloser agrees the Recipient is no longer bound by that obligation.

9. The Recipient shall protect the Proprietary Information against unauthorized disclosure, or use for any purpose other than that stated in paragraph 6 above, using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own Proprietary Information of a like nature.

10. The Recipient shall be obligated to protect only such Proprietary Information disclosed under this agreement as is (a) disclosed in tangible form appropriately labeled as proprietary at the time of disclosure, or (b) disclosed initially in non-tangible form appropriately identified as proprietary at the time of disclosure, and within thirty (30) days following the initial disclosure, summarized and designated as proprietary in a written memorandum delivered to the Recipient's representative identified in paragraph 4 above.

11. This agreement imposes no obligation upon the Recipient with respect to any Proprietary Information disclosed under this agreement which (a) was in the Recipient's possession before receipt of such Proprietary Information from the Discloser; or (b) is or becomes a matter of public knowledge through no fault of the Recipient; or (c) is rightfully received by the Recipient from a third party without a duty of protection; or (d) is independently developed by the Recipient; or (e) is disclosed by the Recipient with the Discloser's prior written approval.
12. The Discloser warrants that it has the right to make the disclosures of the Proprietary Information described under this agreement, and all such disclosures are at the sole discretion of the Discloser.
13. Neither party to this agreement acquires any intellectual property rights under this agreement; neither party has an obligation under this agreement to purchase any service or item from the other party, or to deal exclusively with the other party in any field; and neither party has an obligation under this agreement to offer for sale products using or incorporating the Proprietary Information. The parties do not intend that any agency or partnership relationship be created between them by this agreement.
14. All additions or modifications to this agreement must be made in writing and must be signed by both parties. This agreement is made under and shall be construed to the laws of the State of California.
15. Authorized Signatures:

| <b>Discloser</b>  | <b>Recipient</b>   |
|---|--|
| The Discloser shall disclose the Proprietary Information only for the purpose of: | The Recipient shall use the Proprietary Information only for the purpose of:   |
| Organization Name:  | Organization Name:<br><br>USC Center for Software and Systems Engineering  |
| Address:  | Address:<br><br>Center for Software and Systems Engineering<br>Computer Science Department<br>University of Southern California<br>941 West 37 <sup>th</sup> Place, SAL Room 328<br>Los Angeles, CA 90089-0781 |
| Authorized Signature:   | Authorized Signature:  |
| Name (Print):   | Name (Print):<br><br>Nenad Medvidovic  |
| Title (Print):  | Title (Print):<br><br>Director, USC-CSSE   |