

MUTUAL CONFIDENTIALITY AGREEMENT

Discloser: _____

Engenius Solutions which is a part of Rose Hulman Institute of Technology, and the above Discloser agree as follows:

1. Each party may have developed or acquired creative, technical, economic, and business information constituting trade secrets or intellectual property of that party (the "Information").
2. Engenius Solutions or Discloser may, in each party's own discretion, provide to the other party access to that portion of the Information that may be useful to the other party for the purpose(s) of evaluating potentially marketable products, service, ideas, and inventions as part of Engenius Solutions Web Mall project formed through a grant.
3. Each party shall maintain as confidential all Information of the other party which is made available to the other party and which is marked as "Confidential", or if provided in verbal form, is accompanied with a clear indication of confidentiality or followed within five (5) days of the date of verbal disclosure with a writing indicating the disclosure's confidentiality (the "Confidential Information").
4. Neither party shall use the other party's Confidential Information, except for the purpose(s) stated herein, and shall not disclose Confidential Information to any third party, unless the prior written approval of the provider of the Confidential Information is received.
5. Each party shall restrict access to the other party's Information to its agents or employees who have been identified by the party receiving the Information as requiring access to the Information to accomplish the purpose(s) stated herein.
6. Should either party at any time be requested to do so, that party shall return to the other party the received Information and all other written information, models, drawings, photos, data, samples, and the like which the recipient may have received relating to the Information and all copies of the same or any portions thereof
7. Nothing contained herein shall in any way restrict or impair either party's right to use or disclose the other party's Information which: (a) is known to the public other than by breach of this Agreement; (b) is in the party's possession prior to the time of the disclosure to the other party and was not acquired, directly or indirectly, from the other party; or (c) is made available by a third party who has the legal right to do so.
8. The terms of this Agreement shall not be construed to give either party a license under any patent, trademark, copyright or Confidential Information belonging to the other party.
9. For a particular Information, each party's obligation hereunder shall cease three (3) years from the date of disclosure of that particular Information.

10. Nothing in this Agreement shall require Engenius Solutions to pursue any patent or copyright with respect to any invention or work whatsoever, nor to pursue the protection of any intellectual property rights. This Agreement is for the purpose of authorizing Engenius Solutions to investigate further the feasibility of further developing or enhancing any inventions, products or services that may be disclosed by the Discloser to determine suitability as an Engenius Solutions project and Engenius Solutions is under no obligation to accept any project offered by the Discloser nor to pursue any enhancement or development or commercialization of any invention, work or intellectual property contained in the Discloser's information submitted.

11. A waiver of a breach of this Agreement shall not constitute a waiver as to any further breach. This Agreement shall be interpreted according to Indiana law. The terms of this agreement may be enforced through any remedy available at law or in equity, including injunctive relief

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS AGREEMENT.

ENGENIUS SOLUTIONS

DISCLOSER:

By: _____
Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date