



Springfield Technical
Community College



PRECISION MANUFACTURING REGIONAL ALLIANCE PROJECT (PMRAP)

CRYOGENIC MACHINING

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (CDA), effective as of January 26, 2010 (“Effective Date”), is among the Regional Employment Board of Hampden County Inc., University of Massachusetts, as represented by its Amherst campus, and Springfield Technical Community College.

Within one (1) year after the Effective Date (the “Term”), the parties intend to exchange and evaluate confidential information relating to the cryogenic machining process of materials, so that each party may evaluate new process and equipment technologies.

In consideration of each party making confidential information available to the other party, the parties agree as follows:

1. “Confidential Information” means any technical or business information furnished by one party to another pursuant to this Agreement that is specifically designated as confidential. The disclosing party shall mark written Confidential Information with a legend indicating its confidential status. The disclosing party shall document Confidential Information that is disclosed orally or visually in a written notice and deliver the notice to the receiving party as soon as possible within thirty (30) days after the disclosure. In the notice, the disclosing party shall summarize the Confidential Information and reference the time and place of disclosure.

2. Obligations and Limitations.

(a) The receiving party shall maintain Confidential Information in confidence, except that the receiving party may disclose or permit the disclosure of Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain its confidential nature and who need to know the Confidential Information for purposes of this Agreement. (b) The receiving party may only use and reproduce Confidential Information for purposes of this Agreement. (c) The receiving party may only reproduce Confidential Information to the extent necessary to carry out the purposes of this Agreement.

3. Exceptions. The obligations of Section 2 do not apply to the extent the receiving party can demonstrate that Confidential Information:

(a) was publicly known prior to the time of its disclosure under this Agreement;
(b) became publicly known after its disclosure under this Agreement through means other than an unauthorized disclosure by the receiving party; (c) was previously known to or independently

