

PROPRIETARY INFORMATION AGREEMENT
PIA #2011-4640

THIS AGREEMENT (Agreement), effective as of June 15, 2011, is by and between The Boeing Company (BOEING) and University of Puerto Rico at Mayaguez hereinafter referred to as COMPANY).

RECITALS

1. A. BOEING and COMPANY each wish to have access to certain materials and information of the other for the purpose of developing novel methods, processes, and software for multi-user collaboration. These allow multiple users to modify a single CAD part simultaneously. Data will be used to develop new work methods.

B. Both BOEING and COMPANY consider their materials and information to be proprietary and are only willing to provide such materials and information subject to certain conditions and restrictions.

AGREEMENTS

Accordingly, BOEING and COMPANY (sometimes hereinafter individually or collectively referred to as the Party or Parties, respectively) agree as follows:

1. For purposes of this Agreement, Proprietary Information is defined to mean all proprietary, confidential, and/or trade secret information disclosed by either Party to the other and pertaining to developing novel methods, processes, and software for multi-user collaboration. These allow multiple users to modify a single CAD part simultaneously. Data will be used to develop new work methods provided that:

a. Proprietary Information will not include information already in the public domain or known to the receiving Party (as evidenced by written records) when first received from the disclosing Party, and

b. Proprietary Information will lose its status as Proprietary Information if, and as of the date when, it becomes part of the public domain through no wrongful act of the receiving Party, is rightfully disclosed to the receiving Party without restriction by a source other than the disclosing Party, or is developed by the receiving Party entirely independently of any disclosure hereunder.

2. Each Party agrees that it will preserve in confidence, not disclose to others, and not use (except for the purpose set forth in paragraph A. of this Agreement) any and all Proprietary Information received from the other Party; provided that Proprietary Information, when first received from the disclosing Party, must be either (i) in written form and marked with an appropriate restrictive legend or (ii) not in written form but initially identified to the receiving Party as proprietary and/or confidential and thereafter promptly confirmed, in writing to the receiving Party, as being Proprietary Information.

3. Materials and information provided under this Agreement are licensed to the receiving Party for the limited purpose set forth in paragraph A; and no disclosure or physical transfer of any materials or information covered by this Agreement will be construed as granting (a) a license under any patent, patent application, or copyright or (b) any right of ownership in such materials or information.
4. This Agreement will automatically expire two (2) years from its effective date unless sooner terminated in accordance with this paragraph 4. Either Party may terminate this Agreement upon written notice to the other specifying the effective date of such termination. Any such expiration or termination, however, will have no effect upon rights or obligations relative to Proprietary Information disclosed to a Party under this Agreement prior to the effective date of such expiration or termination.
5. COMPANY will not refer to this Agreement, or to any related activity or relationship with BOEING, for any promotional purpose or in any news release or public announcement without the prior written approval of BOEING.
6. Proprietary Information disclosed under this Agreement is made without any representation, guarantee, or warranty of any kind.
7. This Agreement will be governed by the laws of the state of Washington, U.S.A., except that the conflict of laws provisions under Washington law will not be applied for the purpose of making other law applicable.
8.
 - a. In performing their respective obligations under this Agreement, the Parties will comply with United States export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services, including software, processes, or technical data ("Items"). Such regulations include without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws").
 - b. The Party conducting an export or re-export, as defined in such laws and regulations, shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate with, and exercise reasonable efforts to support, the Party making the export or re-export in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement.
 - c. The Party providing any Items in conjunction with this Agreement shall, upon written request of the other Party, provide the Export Control Classification Numbers ("ECCNs") for each Item as well as the ECCNs for any components or parts of each Item, if such component ECCN's are different from the ECCN of the Item at issue.
 - d. Each Party represents that (i) any Items, and the parts and components thereof, it is providing in conjunction with this Agreement are not currently "defense articles" as that term is defined in 22 C.F.R. § 120.6 of the ITAR and (ii) the services that Party is providing in conjunction with this Agreement are not currently "defense services" as that term is defined in 22 C.F.R. § 120.9 of the ITAR. The Parties acknowledge that this representation means that an official

capable of binding the Party providing such Items knows or has otherwise determined that such Items, and the parts and components thereof, are not currently on the United States Munitions List at 22 C.F.R. § 121.1. Each Party agrees to reasonably cooperate with the other in providing, upon written request of the other Party, documentation or other information that supports or confirms this representation, including, for example, Commodity Jurisdiction Determinations.


e. To the extent that such Items, or any parts or components thereof, were specifically designed or modified for a military end use or end user, the Party providing such Items shall notify the other Party of this fact and shall also provide the other Party with written confirmation from the United States Department of State that such Items, and all such parts or components thereof, are dual-use Items subject to the jurisdiction of the Department of Commerce.

9. This Agreement contains the entire understanding between the Parties regarding Proprietary Information disclosed on or after the effective date and superseded, merges, and replaces any and all prior and contemporaneous communications and understandings with respect thereto. No modification of, or exception to, this Agreement will be binding on a Party unless first agreed to in writing by such Party. This Agreement will apply in lieu of and notwithstanding any specific legend or statement associated with any particular materials or information disclosed or transferred by either Party to the other Party.

The Boeing Company

University of Puerto Rico at
Mayaguez

By: _____
(Signature)

By:  _____
(Signature)

(Printed or Typed Name)

Jorge Rivera-Santos, Ph.D., PE
(Printed or Typed Name)

Title: Procurement Agent

Title: Interim Chancellor, UPRM

Date: _____

Date: June 22, 2011