



REGISTRO DE CONTRATOS  
TOMO 19 PAGINA 15  
CONTRATO NUM. 2010-000083

ID # 5017

## NONDISCLOSURE AGREEMENT

This Agreement is made by and between ITT Space Systems, LLC, a wholly owned company of ITT Corporation, having a place of business at 2600 Park Tower Drive, Suite 601, Vienna, VA 22180-7370 (hereinafter "Space Systems Division") and University of Puerto Rico at Mayaguez, having a place of business at P.O. Box 9000, Mayaguez, PR 00681-9000, USA (hereinafter "UPRM"), either or both of which may also be hereinafter referred to as the "Party" or "Parties", respectively.

WHEREAS, the Parties represent that one or both of them possess or may in the future possess certain technical, business, financial and other information or data which they consider confidential and proprietary (hereinafter "PROPRIETARY" or PROPRIETARY INFORMATION"); and which relates to the disclosure of UPRM's potential information related to research projects with current industry partners and Space Systems Division's research ideas, applications, and concepts related to remote sensing for underwater object detection and tracking.

WHEREAS, it is recognized that in connection with possible business opportunities that may be of interest to the Parties or in connection with any current or future contractual relationships between the Parties ("Purpose") it may be desirable that the Parties exchange PROPRIETARY INFORMATION.

NOW, THEREFORE, in consideration of these premises and of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. This Agreement shall not be construed as a Teaming, Joint Venture or other such arrangement; rather, the Parties hereto expressly agree that this Agreement is for the purpose of protecting PROPRIETARY INFORMATION only. Each Party shall bear its own costs and expenses incurred in connection with this Agreement.

2. Neither Party has an obligation to supply such PROPRIETARY INFORMATION hereunder. A receiving Party shall accept all PROPRIETARY INFORMATION and embodiments thereof on an 'as is' basis. The disclosing Party makes no warranty or representation of merchantability or fitness for any purpose relative to the PROPRIETARY INFORMATION disclosed under this Agreement.

3. Nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel or otherwise under any patent or patent application or to any PROPRIETARY INFORMATION disclosed pursuant to this Agreement.

4. In order for information and data exchanged hereunder to be considered PROPRIETARY and subject to the protections required under this Agreement, it shall be identified in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification on the face thereof to be "PROPRIETARY" or substantially equivalent designation. Any PROPRIETARY INFORMATION which is exchanged between the Parties orally or visually shall, in order to be subject to this Agreement, be identified orally as PROPRIETARY INFORMATION at the time of disclosure and confirmed as such in writing within thirty (30) days after such disclosure. The exclusive points of contact for the Parties with respect to the exchange of PROPRIETARY INFORMATION are:

*EYB*

ITT Space Systems, LLC

University of Puerto Rico at Mayaguez

Attn: William D. Reynolds, Jr., Ph.D.

Attn: Dr. Miguel Velez-Reyes

2600 Park Tower Drive, Suite 601

P.O. Box 3535 – Marina Station

Vienna, VA 22180

Mayaguez, PR 00681-3535, USA

Phone: 703-342-1614

Phone: 787-832-2825

Fax: 703-342-1680

Fax: 787-832-2485

Email: [william.reynolds@itt.com](mailto:william.reynolds@itt.com)

Email: [m.velez@ieee.org](mailto:m.velez@ieee.org)

Either Party may change its designation by written notice to the other.

5. For a period of five (5) years from the date of termination or expiration of this Agreement, the receiving Party shall take reasonable steps to preserve in confidence PROPRIETARY INFORMATION received from the disclosing party and shall, unless otherwise authorized herein, prevent disclosure thereof to third parties. The receiving Party shall further restrict disclosure of such PROPRIETARY INFORMATION to only those of its employees who have a need to know and who have been advised of the restrictions on disclosure and use. Contract labor personnel and consultants who have a need to know the PROPRIETARY INFORMATION for the purposes of this Agreement may have access thereto, but only if they are under an obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. The Parties shall be deemed to have discharged their entire obligation hereunder if they exercise the same standard of care to preserve and safeguard the other Party's PROPRIETARY INFORMATION as they use to preserve and safeguard their own PROPRIETARY INFORMATION. In no event, however, shall the Parties use less than a reasonable standard of care in safeguarding the other Party's PROPRIETARY INFORMATION. Upon discovery by the receiving Party of any unauthorized use or disclosure, the receiving Party promptly shall notify the disclosing Party and shall endeavor to prevent further unauthorized use or disclosure.

6. PROPRIETARY INFORMATION delivered by the disclosing Party to the receiving Party shall be for use by the receiving Party only for the purpose indicated above or, in the event of a contractual relationship between the Parties, contractual efforts thereunder. No other use of the PROPRIETARY INFORMATION is granted without the written authorization of the disclosing Party. In the event the disclosing Party grants its written authorization for the receiving Party to disclose PROPRIETARY INFORMATION to the U.S. Government, the receiving Party shall ensure that the PROPRIETARY INFORMATION is disclosed pursuant to and bearing the proposal legends set forth in FAR 52.215-1 or 15.609 or the Limited or Restricted Rights legends set forth in DFARS 252.227-7013 or DFARS 252.227-7014 for contractually deliverable data or software, as appropriate, or their equivalent or successor clauses.

7. The obligations with respect to disclosing and using such PROPRIETARY INFORMATION set forth above are not applicable to any such information or data if the same is:

- (a) in the public domain at the time of disclosure or comes into the public domain thereafter through no act of the receiving Party in breach of this Agreement; or
- (b) known to the receiving Party prior to disclosure by the disclosing Party; or
- (c) disclosed with the prior written approval of the disclosing Party; or
- (d) independently developed by the receiving Party; or
- (e) lawfully disclosed to the receiving Party by a third party under conditions permitting such disclosure; or

(f) disclosed by the originating party to the U.S. Government with unlimited rights;

(g) disclosed pursuant to a valid judicial or other lawful Government order provided the receiving Party (a) provides timely notice of such order to disclosing Party; and (b) cooperates reasonably with the disclosing Party's efforts to contest or limit the scope of such order.

8. This Agreement shall, unless extended by mutual agreement, automatically terminate on 03 September 2010, but may be terminated earlier by either Party giving thirty (30) days notice in writing. Termination shall not, however, affect the rights and obligations contained herein with respect to PROPRIETARY INFORMATION exchanged prior to termination.

9. The receiving Party agrees to return to the disclosing Party or destroy all PROPRIETARY INFORMATION disclosed hereunder in written or other tangible form, including any copies, extracts, summaries or drawings containing or based upon such PROPRIETARY INFORMATION, upon the earlier of (i) the disclosing Party's request, or (ii) the termination of this Agreement, except for one (1) copy which may be retained only for the purpose of defending any claims or actions related to this Agreement.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

11. The Parties hereby acknowledge receipt of notice that some or all of the information, data, or other material provided or exchanged pursuant to this Agreement may be technical data within the meaning of the International Traffic in Arms (ITAR) regulations, 22 CFR sections 120 - 130, or the Export Administration Regulations (EAR), 15 CFR sections 710 - 774. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime. Accordingly, the Parties shall not disclose, provide or export such information to any foreign person or entity, whether within the U.S. or abroad, without obtaining appropriate export authorization in advance. A receiving Party shall first obtain the written consent of the disclosing Party before requesting authority to export PROPRIETARY INFORMATION from the United States.

12. This Agreement contains the entire understanding between the Parties relative to the protection of PROPRIETARY INFORMATION and supersedes all prior written or oral understandings between the Parties. No modification to this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

13. Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.

This Agreement is effective upon the latter date of signature below.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

**ITT Space Systems, LLC**

**University of Puerto Rico at Mayaguez**

By: Diane Kucharczyk

By: Dr. Jorge I. Velez-Arocho

Name: Diane Kucharczyk  
Title: Contracts Manager  
Date: 03 SEPTEMBER 2009  
Phone: 703-342-1619  
Fax: 703-342-1680  
Email: diane.kucharczyk@itt.com

Name: Dr. Jorge I. Velez-Arocho  
Title: Chancellor - UPRM  
Date: September 8, 2009  
Phone: 787-265-3878  
Fax: 787-834-3031  
Email: rector@rectoria.uprm.edu

Universidad de Puerto Rico  
Recinto Universitario de Mayagüez

Departamento de Ingeniería Eléctrica y Computadoras  
<http://www.ece.uprm.edu/>



University of Puerto Rico  
Mayagüez Campus

Electrical and Computer Engineering Department  
<http://www.ece.uprm.edu/>

September 9, 2009

Dr. Jorge I. Vélez Arocho  
Chancellor  
UPR-Mayaguez

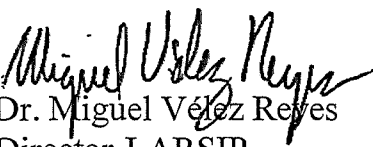
Dear Dr. Vélez:

Enclosed is the document for a non disclosure agreement (NDA) to be held between UPRM and ITT Corporation. This NDA is to enable sharing of information to be use as part of discussions of potential collaborations between researchers at the Laboratory for Applied Remote Sensing and Image Processing and employees of ITT in the area of remote sensing.

The document has been revised by the UPRM legal counsel and approved. Once it is signed, please contact me or my assistant at X 5263, 5264 to pick it up.

If you have any questions, please let me know.

Best Regards,

  
Dr. Miguel Vélez Reyes  
Director-LARSIP

Cc: Dr. Ramón Vásquez, Dean of Engineering and  
ECE Interim Director