



PROPRIETARY INFORMATION NON-DISCLOSURE AGREEMENT

This Proprietary Information Non-Disclosure Agreement is entered into by and between Salam Academy (SA), having a place of business at 8015 Mountain Road Place NE, Albuquerque, New Mexico 87801 and _____ (Name), having a place of business at _____ (contact information), (referred to as "the Company")

as follows: SA and the Company desire to enter into discussions/ service concerning _____

In the course of said discussions/ service it may be necessary for SA or for the Company to disclose to the other party, information it regards as Proprietary Information. For the purposes of this Agreement, "Proprietary Information" is written data or data in electronic media (such as e-mail or other file types) and marked "Proprietary", and provided by one party to the other. To the extent that proprietary information is disclosed, and said Proprietary Information must be in writing or electronic media (such as email or other file types) and marked "Proprietary", and provided to the other party within twenty (20) days of said first oral disclosure, in order to qualify for protection under this agreement. Except as hereinafter specified, the receiving party agrees to hold such Proprietary Information in confidence without disclosure to any third party and to protect it against any unauthorized use and disclosure with at least the same degree of care and safeguards as are employed by the receiving party to protect its own Proprietary Information, and not to divulge such Proprietary Information within its own organization except on a "Need to Know" basis. Proprietary Information of the other party shall be used only in furtherance of the purpose of the above-described discussions/ service. Proprietary Information submitted to the US Government shall be marked with the legend set forth in FAR 52.215-12 or DFAR 252.227-7013 unless the delivering party consents otherwise in writing.

The foregoing restrictions on the receiving party's disclosure and use of Proprietary Information of the disclosing party do not apply to:

1. Information divulged or used by the receiving party after receiving the disclosing party's express written consent thereto;
2. Information already known to the receiving party without restriction on further disclosure as evidenced by its written records;
3. Information rightfully obtained by the receiving party from a third party (other than directly or indirectly from the US Government) without restriction;
4. Information independently developed by the receiving party, from and after the date of any such disclosure; and
5. Information that, at the time of receipt, was in the public domain.

Nothing contained herein shall be construed as consent of the disclosing party for the receiving party to disclose or use Proprietary Information not covered by one or more of the aforementioned exclusions or restrictions.

The effective date for the protection of Proprietary Information furnished thereunder is the date that this Proprietary Information Non-Disclosure Agreement becomes fully executed. Unless extended by the mutual written agreement of the parties hereto, this Agreement shall terminate five (5) years from the effective date hereof.

Each party shall designate in writing, one (1) or more individuals within such party's organization as the person or persons solely responsible for the control of Proprietary Information furnished pursuant hereto.

When the disclosing party's Proprietary Information is no longer needed for the purposes of this Agreement, or upon termination, or upon request of the disclosing party, all written or electronic copies thereof and portions thereof remaining in the receiving party's possession shall be returned to the disclosing party or destroyed, and such return or destruction certified in writing to the disclosing party. However, the substance of said Proprietary Information shall remain Proprietary to the disclosing party and the obligations of confidentiality, unauthorized use and disclosure shall last for five (5) years after the return or certified destruction of the Proprietary Information.

It is agreed that no license is granted by this Agreement, or by any disclosure of Proprietary Information thereunder; and such information which may be transmitted or exchanged by the respective parties shall not constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of patents or copyright, any rights of others, or any other matter whatsoever.

The laws of the State of New Mexico will govern this agreement.

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____

SALAM ACADEMY, Inc.

BY: _____

BY: _____

TYPED NAME: _____

TITLE: _____

ADMINISTRATION AND FINANCE