

CSE498 Collaborative Design Project Non-Disclosure Agreement

This Agreement

This document sets forth my rights and responsibilities regarding the non-disclosure of confidential information that I obtain through my participation in CSE498, Collaborative Design (hereafter "COURSE"), under the direction of Dr. Wayne Dyksen, Department of Computer Science and Engineering, at Michigan State University with a project for <<Company Name>>. (hereafter "COMPANY") with offices located at <Company Address>, titled "<<Project Title>>" (hereafter "PROJECT"). I understand this document is an agreement for the non-disclosure of confidential information and is a binding legal agreement between COMPANY and myself, <student name> (hereafter "STUDENT"), with a home address at <student home address>. STUDENT understands they have the right to seek independent legal advice at their own expense prior to signing this agreement.

Non-Disclosure Obligations

COMPANY possesses and considers to be proprietary and confidential certain information, drawings, data, software, documentation, business plans and know-how relating to technology owned by COMPANY (all such confidential information, drawings, data, software, documentation, business plans and know-how are hereinafter referred to as "CONFIDENTIAL INFORMATION"). It is understood that STUDENT and COMPANY are both interested in having STUDENT receive access to such CONFIDENTIAL INFORMATION for the sole purpose of working on PROJECT. Because such CONFIDENTIAL INFORMATION is proprietary and confidential to COMPANY, and to provide an appropriate basis by which such CONFIDENTIAL INFORMATION can be made available to STUDENT, the parties agree to the following terms and provisions:

1. STUDENT will treat as confidential, and not disclose to any other person outside of COURSE or COMPANY, all CONFIDENTIAL INFORMATION which is or has been made available, directly or indirectly, to STUDENT, and will treat it with the same degree of care that it would treat CONFIDENTIAL INFORMATION of its own.
2. STUDENT agrees to only use CONFIDENTIAL INFORMATION for PROJECT and not for any other purpose, whether commercial or non-commercial.
3. STUDENT agrees not to make any copies of CONFIDENTIAL INFORMATION unless STUDENT has written permission from COMPANY.
4. The non-disclosure obligations of STUDENT under this agreement do not apply to CONFIDENTIAL INFORMATION which: (a) at the time of the disclosure is generally available to the public or thereafter becomes generally available to the public through no act or omission of STUDENT; or (b) STUDENT can show by written records to have been in STUDENT's possession prior to the time of the disclosure and was not acquired, directly or indirectly, from COMPANY; or (c) STUDENT can show by written records to have been independently made available as a matter of right to STUDENT by others, provided such others did not acquire CONFIDENTIAL INFORMATION directly or indirectly from COMPANY. Furthermore, STUDENT may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that STUDENT first uses reasonable efforts to provide COMPANY with advance notice to

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permit COMPANY to seek a protective order or otherwise restrict the disclosure of the Confidential Information.

5. STUDENT shall return all materials, drawings, data, memoranda, and written information in STUDENT's possession relating to such CONFIDENTIAL INFORMATION, including copies thereof, to COMPANY, either upon request by COMPANY or at the completion of PROJECT.
6. Nothing contained in this agreement shall be construed to grant to STUDENT any rights in respect of such CONFIDENTIAL INFORMATION other than for stated PROJECT.

General Terms

The parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties. This agreement constitutes the entire agreement between the parties concerning the subject matter thereof.

STUDENT understands they are not required to participate in PROJECT, but if they do so, then the terms of this agreement apply.

STUDENT's obligations and responsibilities under this agreement will continue after completion of PROJECT and/or conclusion of their involvement with PROJECT.

This agreement is effective upon the latest date of signature.

COMPANY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STUDENT

Signature: _____

Printed Name: _____

Date: _____

A parent or legal guardian is required for students younger than 18 years of age:

Parent/Legal Guardian: _____

Date: _____