

Non-Disclosure agreement

NON-DISCLOSURE AGREEMENT

(VCU Undergraduate Student and Company)

This Agreement is effective as of ____ (the "Effective Date"), between _____, a student at Virginia Commonwealth University ("Student") and _____, with a place of business at _____ ("Company").

Project (title, designation or description): _____

BACKGROUND

A. Student is enrolled in a design course at Virginia Commonwealth University ("Course"). As part of the Course, Student has elected to participate in a particular engineering design project sponsored by Company ("Project").

B. Company possesses, and considers proprietary and confidential, certain information, drawings, data, software, documentation, business plans and know-how relating to _____, (all such information and materials hereinafter referred to as "Confidential Information"). Company and Student are both interested in having Student receive access to Confidential Information for the sole purpose of having Student work on Project during the Course as part of Student's academic degree program ("Purpose").

Company and Student hereby agree as follows:

CONFIDENTIALITY

1. This Agreement does not obligate Company to provide to Student any Confidential Information; and Company may at its sole discretion determine which of its Confidential Information it will provide to Student.
2. All Confidential Information provided in tangible form will be marked as such. If Company provides Confidential Information by verbal communications, it shall provide Student a written notice within thirty (30) days after each such communication that identifies what was considered Confidential Information in the communication.
3. Student will use Confidential Information only to the extent necessary for the Purpose. Except as otherwise specifically provided in this Agreement, Student will not disclose Confidential Information to others unless they are faculty, instructors or students affiliated with the Course, or unless Company has granted prior written permission to disclose the Confidential Information.
4. The confidentiality 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; (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 the Student by others, provided such others did not acquire the Confidential Information directly or indirectly from Company; or (d) is required to be disclosed by law or court order.

5. Within thirty (30) days of the completion of the Course, Student will return to Company, or destroy, all Confidential Information provided to Student by Company.

6. Notwithstanding the other provisions in this Agreement, Student may do the following with his or her work in Course, which may include Confidential Information ("Course Work"): (1) present Course Work to project reviewers and instructors affiliated with Course for purposes of evaluation and grading of Student; (2) present Course Work as part of the publicly accessible Senior Design Expo; (3) discuss Course Work but not disclose any Confidential Information to any potential employer in job interviews for purposes of seeking employment; and (4) provide Course Work to the Virginia Commonwealth University School of Engineering to be retained for educational purposes, provided such work shall be marked "Confidential. Nothing in this Agreement precludes Student from seeking or obtaining employment with any third party during the term of this Agreement.

7. This Agreement applies only to Confidential Information received by Student during the term of Course.

8. Nothing contained in this Agreement shall prevent Student from participating in the Course, engaging in a meaningful academic exercise as part of his or her course of study, communicating with fellow students and faculty as necessary to participate in the Course, or displaying Course Work or receiving recognition for Course Work.

In witness whereof, the parties hereto have made, entered into, and executed this Agreement made effective as of the date above.

STUDENT

By

Typed Name

Title

Date

FOR COMPANY

By

Typed Name

Title

Date