PENNSTATE

NON-DISCLOSURE AGREEMENT
CAPSTONE DESIGN PROJECT

Effective Date: _____

Agreement No.: _____

1. The parties to this Agreement and their addresses are:

	The Pennsylvania State University Industrial Research Office 119 Technology Center University Park, PA 16802-7000	Individual Students as named in Article 14 (signature block) herein.
"Sponsor"	**"Penn State"**	**"Student Participant"**

2. The "Purpose" for which Confidential Information shall be disclosed under the terms of this Agreement is limited to carrying out graduate or undergraduate training and educational programs, developed within the College of Engineering at Penn State. Please provide a course title or brief description of the project:

3. **NOTICES OR OTHER COMMUNICATIONS.** Confidential Information, notices and communications under this Agreement shall be transmitted to the representatives listed below. Any change of representative shall be made only upon written notice to the other party.

For Sponsor:
<u>If Confidential Information</u>
Attn.:
Title:
Address:

Email:

<u>If Notices and Communications</u>
Attn.:
Title:
Address:

Email:

For Penn State:
<u>If Confidential Information</u>
Attn.: Jeffrey Catchmark
Title: Associate Professor
Address: 109 Agricultural Engineering Building
University Park, PA 16802
Email: jcatchmark@engr.psu.edu

<u>If Notices and Communications</u>
Attn.: John W. Hanold
Title: Interim Director, OSP
Address: 110 Technology Center Building
University Park, PA 16802-7000
Email: nda-osp@psu.edu

4. **RECIPIENT OF CONFIDENTIAL INFORMATION SHALL BE: Penn State and Student Participant**

5. **CONFIDENTIALITY AND NON-USE.** Recipient may not disclose Confidential Information or use the same except for the Purpose of this Agreement. Recipient shall use reasonable care not to disclose to any third party Confidential Information disclosed by the disclosing party, or offer for sale or manufacture, or otherwise disclose to any third party devices (or related information) which identifies any of the Confidential Information unless otherwise permitted in writing by the disclosing party.

6. **TERM.** The non-use and non-disclosure obligations of this Agreement shall expire two (2) years from the Effective Date. Unless terminated under Article 7, all Confidential Information disclosures hereunder shall be completed not later than one (1) year following the Effective Date.

7. **TERMINATION.** This Agreement may be terminated by any party by giving thirty (30) days prior written notice to the other parties. Upon termination or expiration, all Confidential Information furnished hereunder shall remain the property of the disclosing party and shall be returned or destroyed promptly upon request together with all copies of Confidential Information made thereof by the recipient. Upon request, the recipient shall furnish the disclosing party written notice certifying destruction. Termination of this Agreement by an individual Student Participant shall not affect the rights and obligations of remaining Student Participants, nor shall termination of this Agreement or the return of Confidential Information affect the

rights and obligations hereunder with respect to Confidential Information, which will continue for a period of two (2) years from the Effective Date.

8. **GENERAL.** Confidential Information may include, by way of example but without limitation, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, studies, findings, inventions and ideas. Prior to disclosure by Sponsor, Sponsor shall notify the representative (designated in Article 3) of its intent to disclose Confidential Information; and recipient shall have the right to decline receipt of said information. Confidential Information shall be disclosed in documentary or tangible form marked "Confidential" or "Proprietary." In the event Confidential Information is orally or visually disclosed, recipient shall not be bound by the obligations set forth herein unless same is reduced to writing, marked as "Confidential" or "Proprietary" and forwarded to recipient within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of employees of recipient to whom such disclosure was made, including therein a description of the information disclosed. Any other notice or communication pursuant to this Agreement shall be in writing and sent by certified/registered mail or overnight courier. Each representative designated by the parties for receiving and disclosing Confidential Information shall make all arrangements for their party and be informed of all communications relating to this Agreement. The amount of Confidential Information to be disclosed is completely within the discretion of the disclosing party. The recipient of Confidential Information shall exercise reasonable care to prevent its disclosure to any third party, and shall limit internal dissemination of Confidential Information within its own organization to individuals whose duties justify the need to know such Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidentiality status of such Confidential Information and to restrict its use solely to the Purpose specified herein. Neither party shall be liable to the other party for any cost, expense or risk of liability arising out of efforts of the other party in connection with performance of this Agreement. No other right or license to use Confidential Information is granted hereby.

9. **EXCEPTIONS.** The recipient of Confidential Information shall be under no obligation with respect to any information: (a) which is, at the time of disclosure, available to the general public; or (b) which becomes at a later date available to the general public through no fault of the recipient and then only after said later date; or (c) which recipient can demonstrate by written record was in its possession before receipt; or (d) which is disclosed to recipient without restriction on disclosure by a third party who has the lawful right to disclose such information.

10. **PROJECT RESULTS / OWNERSHIP.** Penn State and Student Participants agree to make available to Sponsor project results, including written reports and/or feasibility prototypes. Penn State will not claim any ownership of inventions resulting from the project, however Student Participants shall retain ownership of intellectual property (including copyrightable material such as undergraduate theses, inventions, discoveries, creations and new technologies) in accordance with Penn State policy. Student Participants may elect to assign their rights to such intellectual property to the Sponsor via a waiver form ("*Penn State Special Intellectual Property Agreement Form for Students*"). **It is the responsibility of the Sponsor to obtain this waiver from each of the Student Participants.** Should a patent be pursued by the Sponsor, Student Participants will be named as inventors as required by the patent laws on any patents covering the inventions made by them. Penn State employees and Student Participants receiving any Confidential Information shall not make any presentation or otherwise prepare any materials, reports or other documents which contain Confidential Information for their personal, non-academic use without the express written consent of the Sponsor. Notwithstanding the foregoing, Student Participants are permitted to make periodic class presentations to other students and external reviewers for purposes of receiving progress feedback, so long as no identifiable Confidential Information is contained in said presentation.

11. **EXPORT CONTROLS.** All parties must comply with all applicable U.S. export control laws and regulations. For purposes of this Agreement, there shall be no export controlled information disclosed by any party.

12. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, USA.

13. **AMENDMENT.** This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each party hereto.

14. By the signatures below of officials authorized to commit the parties to this Agreement, Sponsor, Penn State and Student Participants agree to all the above terms and conditions, as of the Effective Date written above.

SPONSOR	**THE PENNSYLVANIA STATE UNIVERSITY**
Signature: _____	Signature: _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

STUDENT PARTICIPANTS (signing as parties to the Agreement as defined in Article 1 herein)

Note: Student Participants must be at least 18 years of age to become a party to this Agreement.

Signature: _____
Name (Printed): _____
Address: _____
Address: _____
Date: _____

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Acknowledgement by Director and Course Instructor of Agreement terms and obligations:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attach additional signature pages as necessary