



NON-DISCLOSURE AGREEMENT
STUDENT PROJECT

Effective Date: _____

Agreement No.: _____

1. The "Parties" to this Non-Disclosure Agreement ("Agreement") and their addresses are as follows.

"Sponsor"

The Pennsylvania State University
Office of Sponsored Programs
110 Technology Center
University Park, PA 16802-7000
"Penn State"

Individual Students as named in
Article 14 (signature block) herein.
"Student Participant"

"Penn State" and "Student Participant" may also be referred to individually or collectively as a "Recipient."

2. PURPOSE. Sponsor desires to disclose Confidential Information to Penn State and/or Student Participants for purposes of facilitating a student project at Penn State, which is identified by title or brief description below ("Project").

[Empty box for project description]

3. CONFIDENTIAL INFORMATION. "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 or ideas. Notwithstanding the foregoing, Sponsor shall not disclose trade secrets to Recipient. Prior to disclosure of Confidential Information by Sponsor, Sponsor shall notify Recipient of its intent to disclose Confidential Information, and Recipient shall have the right to decline receipt of said Confidential Information. Confidential Information which is disclosed in documentary or tangible form shall be labeled "Confidential" or "Proprietary." Confidential Information which is disclosed orally or visually shall be identified at the time of disclosure as being confidential under the terms of this Agreement, and shall further be reduced to writing and provided to Recipient within thirty (30) days of original disclosure, referencing the date and place of disclosure, and the names of Recipient to whom the oral or visual disclosure was made.

4. EXCEPTIONS. The Recipient of Confidential Information shall be under no obligation of confidentiality with respect to any information: (a) which is, at the time of disclosure, available to the general public; (b) which becomes available to the general public at a later date through no fault of Recipient; (c) which Recipient can demonstrate by written record was in its possession prior to disclosure by Sponsor; (d) which is disclosed to Recipient by a third party who has the lawful right to disclose such information; (e) is disclosed with the prior written approval of the Sponsor; or (f) is disclosed pursuant to the order or requirement of a court, provided, however, that Recipient shall provide prompt notice of such court order or requirement to the Sponsor to enable Sponsor to seek a protective order or otherwise prevent or restrict such disclosure.

5. RESTRICTIONS. Recipient may not disclose or use Confidential Information except for the Purpose of this Agreement as outlined in Article 2. No other right or license to use Confidential Information is granted hereby. Recipient shall protect Sponsor's Confidential Information using the same degree of care it uses to protect its own information of like nature, but in no case less than a reasonable degree of care. No Party shall be liable to the other Parties for any cost, expense or risk of liability arising out of efforts of the other Parties in connection with performance of this Agreement. Each Party to this Agreement is and shall remain independent contractors.

6. TERM. This Agreement and the Recipient's obligations hereunder shall automatically expire two (2) years from the Effective Date. All disclosures of Confidential Information shall be completed no later than one (1) year from 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 Sponsor and shall be returned or destroyed promptly, together with all copies made thereof. Upon written request, the Recipient shall furnish the Sponsor written notice certifying destruction. Notwithstanding the foregoing, Penn State may retain one (1) archival copy of Confidential Information for the sole purpose of monitoring its ongoing obligations under this Agreement. Termination of this Agreement by an individual Student Participant shall not affect the rights and obligations of remaining Student Participants or Penn State, 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. **AUTHORIZED RECEIPIENTS.** Sponsor may disclose Confidential Information to Penn State or to individual Student Participants, in accordance with Article 3 of this Agreement. Confidential Information which is disclosed to Penn State shall be transmitted to the designated representatives below, as applicable.

Penn State – Course Instructor

Attn.:
Title:
Address:

eMail:

Penn State – Project/Program Director

Attn.:
Title:
Address:

eMail:

9. **NOTICES.** All legal notices, requests, demands and other communications under this Agreement must be made in writing and transmitted to the designated representatives below. Any change of representative shall be made only upon written notice to the other Parties.

Sponsor – Notice Address

Attn.:
Title:
Address:

eMail:

Penn State – Notice Address

Attn.: John W. Hanold, Ph.D.
Title: Director, OSP
Address: 110 Technology Center
University Park, PA 16802-7000
eMail: nda-osp@psu.edu

10. **PROJECT RESULTS / OWNERSHIP.** PROJECT RESULTS ARE PROVIDED AS-IS WITHOUT ANY REPRESENTATION OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. Sponsor hereby agrees to indemnify and hold harmless Penn State and Student Participants, their agents, officers, employees and volunteers for any and all harm, loss, liability, claims or damages which may arise from Sponsor’s use of Project results in whatever manner or form. 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 an IP assignment form (“*Penn State Special Intellectual Property Agreement Form for Students*”). **It is the responsibility of the Sponsor to obtain this assignment form from each of the Student Participants.** (For more information on the assignment of intellectual property or to obtain a waiver form, please contact the Project/Program Director identified in Article 8.) Should a patent be pursued by the Sponsor, Student Participants will be named as inventors as required by patent laws on any patents covering the inventions made by said Student Participants. 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 to Penn State or Student Participants by Sponsor.

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

13. **AMENDMENT / OTHER.** This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each Party hereto. This Agreement may be executed in counterparts, including facsimile or scanned documents, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth herein shall nonetheless remain in full force and effect.

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

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

THE PENNSYLVANIA STATE UNIVERSITY

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

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

Note: Student Participants must be at least 18 years of age to become a Party to this Agreement. As stated in Article 7 herein, Student Participants agree to return Confidential Information and all copies thereof to Sponsor upon completion of the Project.

Signature: _____
Name (Printed): _____
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Acknowledgement by Project/Program Director and Course Instructor (if applicable) of Agreement terms and obligations:

By: _____
Name: _____
Title: Project/Program Director
Date: _____

By: _____
Name: _____
Title: Course Instructor
Date: _____

Attach additional signature pages as necessary