



CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT SMEAL APPLIED PROFESSIONAL EXPERIENCE (APEX) PROJECT

Effective Date: _____

Agreement No.: _____

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

"Participant"

THE PENNSYLVANIA STATE UNIVERSITY Industrial Research Office 119 Technology Center University Park, PA 16802-7000 "Penn State"
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2. The Confidential Information disclosed under the terms of this Agreement is limited to carrying out MBA student capstone projects developed within the Smeal College of Business at Penn State. Please provide a course title or brief project description:

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 Participant:

If Confidential Information

Attn.:

Address:

Email:

If Notices and Communications

Attn.:

Address:

Email:

For Penn State:

If Confidential Information

Attn.: David L. Lenze

Director, APEX Program

Address: Penn State Smeal MBA Programs

220 Business Building

University Park, PA 16802

If Notices and Communications

Attn.: Thomas F. Massaro

Address: Same as listed in Article 1

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

5. **CONFIDENTIALITY AND NON-USE; PURPOSES.** A recipient of Confidential Information may not disclose such 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 other party, or offer for sale or manufacture, or otherwise disclose to any third party devices (or related information) utilizing 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 either party by giving thirty (30) days prior written notice. 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 receiving party, except that one copy may be retained by the recipient in a separate and secure file for record purposes only. Upon request, the receiving party shall furnish the disclosing party written notice certifying destruction. Termination of this Agreement or the return of Confidential Information shall not, however, 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 Participant, Participant shall notify the representative (designated in Article 3) of its intent to disclose Confidential or Proprietary Information; and recipient shall have the right to decline receipt of said information. Confidential Information shall be disclosed in documentary or tangible form marked "Proprietary" or "Confidential." 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 "Proprietary" or "Confidential" 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 discloser. 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. **ADDITIONAL TERMS.** Penn State agrees to make available to Participant project results which involved use of Participant's Confidential Information. Participant will receive direct results from the project including written reports and feasibility prototypes. Penn State will not claim any ownership of inventions resulting from the project. It is the responsibility of the Participant to obtain the appropriate waivers/assignments from the students. Should a patent be pursued by the Participant, students will be named as inventors as required by the patent laws on any patents covering the inventions made by them. Penn State employees and students receiving any Confidential Information shall not make any presentation or otherwise prepare any materials, reports, and documents for their personal, non-academic use without the express written consent of the Participant.
11. **EXPORT CONTROLS.** There shall be no export controlled information disclosed under this Agreement.
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, both Penn State and Participant agree to all the above terms and conditions, as of the Effective Date written above.

PARTICIPANT

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

THE PENNSYLVANIA STATE UNIVERSITY

By: _____
 Name (Printed): Thomas F. Massaro
 Title: Associate Director, IRO & OSP
 Date: _____

Acknowledgement by Penn State Capstone Design Instructor and Penn State Students of Agreement terms and obligations:

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

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

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

Attach additional pages containing signatures if necessary