



**CENTER FOR SUPPLY CHAIN RESEARCH - STUDENT RESEARCH PROJECTS
SCM 496 - INDEPENDENT STUDIES COURSE
NONDISCLOSURE AGREEMENT**

Effective Date: _____

Agreement No.: _____

CENTER FOR SUPPLY CHAIN RESEARCH - STUDENT RESEARCH PROJECTS SCM 496 - INDEPENDENT STUDIES COURSE NONDISCLOSURE AGREEMENT ("**Agreement**") is entered into as of the date set forth above ("**Effective Date**") by and between _____ ("**Sponsor**"); The Pennsylvania State University, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws (the "**University**"), and certain student participants as individuals as more specifically set forth below ("**Student**"). Sponsor, University, and Student may be each referred to herein solely as a "**Party**" or collectively as the "**Parties**" as the case may be.

WHEREAS, the Sponsor, who may be referred to as the "**Disclosing Party**", wishes to sponsor a student project titled _____ and further described in Appendix A (the "**Project**"), through the Center for Supply Chain Research - Student Research Projects SCM 496 - Independent Studies Course; and

WHEREAS, the Sponsor wishes to disclose Confidential Information relating to the Project to the University and Student, who may each be referred to as "**Receiving Party**", solely for the limited purpose of conducting the Project as part of a graduate or undergraduate training associated with the Center for Supply Chain Research - Student Research Projects SCM 496 - Independent Studies Course,

NOW THEREFORE, in consideration of the foregoing premises and mutual promises, covenants, and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. "**Confidential Information**" means non-public proprietary information disclosed by Disclosing Party, that 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.
2. Prior to disclosure, Disclosing Party shall notify the Receiving Party of its intent to disclose Confidential Information; and Receiving Party shall have the right to decline receipt of said Confidential 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, the Receiving Party shall not be bound by the obligations set forth herein unless the same is reduced to writing, marked as "Confidential" or "Proprietary" and shared between the Parties within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made, including therein a description of the Confidential Information disclosed. Each Party agrees that recording the oral or visual disclosure of Confidential Information by incorporating said disclosure into project meeting minutes is an acceptable means of documentation so long as the said meeting minutes references the place and date of disclosure, the names of the representatives of the Receiving Party to whom such disclosure was made, and includes therein a description of the Confidential Information disclosed.

3. Receiving Party agrees to keep the Confidential Information of the Disclosing Party in strict confidence and shall only use the Confidential Information of the Disclosing Party to the extent required for the Project. The Receiving Party shall exercise reasonable care to prevent its disclosure of Confidential Information to any third party. Receiving Party shall disclose Confidential Information of the Disclosing Party only to other Receiving Parties that have executed this Agreement, and/or its Representatives (i) who have a need to know such Confidential Information in the course of the performance of their duties under this Agreement, (ii) who are informed of the confidential nature of the Confidential Information, and (iii) who (a) agree in writing to comply with the terms of this Agreement as if a party hereto or (b) are otherwise bound by obligations of confidentiality and non-use of Confidential Information at least as stringent as those set forth in this Agreement. No Party shall be liable to the other Parties for any cost, expense, claims, or loss arising out of actions or omissions of the other Parties in connection with performance of this Agreement. No other rights or licenses to use the Confidential Information of a Disclosing Party are implied or granted under this Agreement. The obligations of each Party specified in this Paragraph 2 shall not apply, and such Party shall have no further obligations, with respect to any Confidential Information of the other Party that the Receiving Party can reasonably demonstrate: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is known by the Receiving Party at the time of receiving such information otherwise than as a result of the receiving Party's breach of any legal obligation, as demonstrated by its written records; (c) becomes known to the Receiving Party through disclosure, as a matter of right and without restriction on disclosure, by a third party who is under no obligation of non-disclosure to the Disclosing Party; (d) is independently developed by a Party without the reference to or reliance upon the Confidential Information of the Disclosing Party, as demonstrated by such Party's written records; or (e) is the subject of a written permission to disclose provided by the Disclosing Party.

4. Sponsor acknowledges that University and Student shall have the right to publish any results of the Project that do not disclose Confidential Information, including for example class presentations to other students and external reviewers for purposes of receiving progress feedback as well as undergraduate or graduate theses. University and Student agree not to publish or otherwise disclose Confidential Information. Sponsor shall be provided a copy of any proposed publication or presentation one (1) week before submission of such proposed publication or presentation. At Sponsor's request, Confidential Information provided by Sponsor shall be deleted.

5. Receiving Party acknowledges and agrees that Confidential Information disclosed under this Agreement is confidential and proprietary to Disclosing Party and that title and ownership of Confidential Information shall remain with the Disclosing Party. University and Student agree to make available to Sponsor project results, including written reports and/or prototypes for Sponsor's use at its discretion. SUCH RESULTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY, USE FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. Neither University nor Student shall be liable for any Sponsor or third-party claims, liabilities, losses, damages, costs, or fees arising from Sponsor's use, licensing, or distribution of such results ("Claims"), and Sponsor hereby agrees to indemnify University and Students from such Claims. Sponsor has the right to take ownership of inventions or discoveries conceived and reduced to practice by University in performance of the Project; however, Student retains ownership of intellectual property created in performance of the Project in accordance with University policy. Sponsor may request and Student may elect to assign their rights to such intellectual property to Sponsor. Sponsor acknowledges and agrees that ultimately it is the Sponsor's responsibility to obtain such an assignment from the Student.

6. This Agreement shall continue in full force and effect for two (2) years from the Effective Date; provided that, after any termination or expiration, the obligations of confidentiality and non-use shall continue in full force and effect for two (2) years from the Effective Date.

7. This Agreement may be terminated by any Party by giving thirty (30) days prior written notice to the other Parties. Upon termination or expiration of this Agreement, the Receiving Party shall return or destroy, as determined by the Disclosing Party, all Confidential Information furnished hereunder; provided that, the Receiving Party may retain one copy of Confidential Information for the purpose of determining its continuing obligations under this Agreement. Termination of this Agreement by only one Party that is a Student shall not affect the rights and obligations of remaining Parties (e.g., other Student(s)).

8. Any other notice or communication pursuant to this Agreement shall be in writing and sent to the Contractual Point of Contact for a Party. The Sponsor's Project Point of Contact and the CSCR Point of Contact shall make all arrangements for their party and be informed of all communications relating to this Agreement.

| | |
|--------------------------------------|--|
| Sponsor: | |
| Primary Office Address: | |
| Project Point of Contact ("POC"): | |
| Project POC Phone: | |
| Project POC Email: | |
| Contractual Point of Contact("POC"): | |
| Contractual POC Phone: | |
| Contractual POC Email: | |

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|--------------------------------|--|
| University | The Pennsylvania State University |
| CSCR Office Address: | 488 Business Building, University Park, PA 16802 |
| CSCR Point of Contact ("POC"): | Steve Tracey, Executive Director, Center for Supply Chain Research |
| CSCR POC Phone: | 814-865-0585 |
| CSCR POC Email: | sft1@psu.edu |
| Contractual Point of Contact | John W. Hanold, Assoc. V. President for Research, Director, OSP |
| Contractual POC Phone: | (814) 865-1372 |
| Contractual POC Email: | nda-osp@psu.edu |

9. This Agreement embodies the entire understanding of the Parties relating to the subject matter hereof and shall supersede all previous communications, representations, among the Parties.

10. This Agreement may be modified or amended only by a written agreement embodying the full terms of the amendment signed by authorized representatives of all Parties. Notwithstanding the foregoing, Student Receiving Parties may be added to this Agreement through mutual documented acknowledgment of Sponsor and University, and execution by the additional Student.

11. 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. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned copies of signatures or electronic images of signatures shall be considered original signature unless prohibited by applicable law.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have each caused a duly authorized representative to execute this Agreement on the day and year set forth below

[COMPANY] ("Sponsor")

THE PENNSYLVANIA STATE UNIVERSITY
("University")

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

STUDENT PARTICIPANT(S)

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

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Address: _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

Acknowledgement by CSCR POC and SCM496 Faculty Mentor of Agreement terms and obligations:

By: _____

By: _____

Name: Steve Tracey

Name: _____

Title: Exec. Director, Center for Supply Chain Research

Title: Faculty Mentor, SCM496

Date: _____

Date: _____

APPENDIX A

Description of the Project