

## **NON-DISCLOSURE AGREEMENT**

This Agreement is effective as of January 1<sup>st</sup>, 2017 (the "Effective Date"), between \_\_\_\_\_, a student at the University of Michigan ("Student") and \_\_\_\_\_, with a place of business at \_\_\_\_\_ ("Company").

### **BACKGROUND**

A. Student is a student in the Multidisciplinary Design Partner Sponsored Projects course at the University of Michigan ("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 to be 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 ("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 treat as confidential all Confidential Information which is or has been made available, directly or indirectly, to Student, and will treat it with at least the same degree of care that it would treat confidential information of its own. From the date received, except as otherwise specifically provided in this Agreement, Student will not disclose Confidential Information to others for a period of three (3) years.
4. Student will use Confidential Information only to the extent necessary for the Purpose. Except as otherwise specifically provided in this Agreement, Student will limit access to such Confidential Information to personnel reasonably requiring access for the Purpose and who are obligated to treat Confidential Information as confidential and with the same degree of care as provided herein.
5. 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.
6. Within thirty (30) days of the completion of the Course, Student will return to Company, or destroy, all materials, drawings, data, memoranda, and written information in its possession relating to such Confidential Information, including copies thereof.
7. Nothing in this Agreement shall be construed to grant to Student any rights in respect of such Confidential Information other than for the Purpose.

8. 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) discuss Course Work but not disclose any Confidential Information to any potential employer in job interviews for purposes of seeking employment; and (3) provide Course Work to the University of Michigan College of Engineering to be retained for purposes of accreditation, 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.

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

10. Student acknowledges that monetary damages may not be adequate to compensate Company for any breach of the confidentiality obligations in this Agreement. Accordingly, any breach or threatened breach of this Agreement may cause irreparable injury to Company, and Company may be entitled to injunctive relief against such breach or threatened breach.

11. This Agreement is binding upon and for the benefit of the undersigned parties, their successors and assigns, provided Student's right to access Confidential Information may not be assigned without prior written consent of Company.

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

**STUDENT**

**FOR COMPANY**

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**A parent or legal guardian is required for students younger than 18 years of age:**

Parent/Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_