

NON-DISCLOSURE AGREEMENT

This Agreement is made as of _____, ____ (the "Effective Date") between _____, with offices at _____ (hereinafter, "Organization"), and the undersigned student (hereinafter, "Student").

Whereas, Organization would like Student to participate in an academic project facilitated by Indiana University's Luddy School of Informatics, Computing and Engineering and the Organization (the "Project"); and,

Whereas, Organization desires for Student to keep certain information confidential;

Now, therefore, in consideration for the premises and obligations set forth herein, it is hereby agreed that:

1. Definition

- 1.1. "Confidential Information" shall refer to information that is transmitted or communicated by Organization to Student during the scope of the Project and clearly identified by Organization as confidential. If Confidential Information is disclosed orally or visually, Organization shall identify such information as confidential at the time of disclosure and then provide a summary of what information is confidential to Student in writing within ten (10) days of disclosure.

2. Student's Obligation

- 2.1. Student agrees to hold Confidential Information in strict confidence for two (2) years after the date of disclosure.
- 2.2. Exceptions: Notwithstanding Section 2.1, the parties agree that Student is permitted to share Confidential Information with other students involved in the Project who have signed a comparable agreement with Organization and with Indiana University faculty and staff involved in the Project who have signed a comparable agreement with Organization. Furthermore, notwithstanding Section 2.1, Student shall not be required to maintain as confidential, or be restricted in its use of, any information that:
 - 2.2.1. was in the public domain at the date of disclosure by the Organization;
 - 2.2.2. becomes public knowledge without breach of this Agreement by Student;
 - 2.2.3. Student can show was in his/her possession prior to disclosure by Organization;
 - 2.2.4. is lawfully acquired by Student from a third party;
 - 2.2.5. was independently developed by Student without the use of, or reference to, Confidential Information;
 - 2.2.6. Organization has indicated in writing no longer needs to be maintained as Confidential Information; or
 - 2.2.7. is required to be disclosed by law.

3. Return of Confidential Information

- 3.1. When Confidential Information is no longer being used for the Project, Student shall return to Organization or securely destroy all electronic or hard copies of such Confidential Information.

4. Use of Student Developed Materials

- 4.1. The Parties agree that Student may create work product during the completion of the Project. Under Indiana University's intellectual property policy, students are afforded ownership rights to scholarly or academic works they create, **unless the students agree otherwise in writing**. For the avoidance of doubt, Student shall not be prohibited from disclosing the existence of the Project and/or partnership between the Parties. Likewise, Student is permitted to disclose generic (i.e., non-confidential) information regarding her/his participation in the Project, including non-confidential portions of the materials developed during the Project. Such disclosures may be made by Student for academic and research purposes, including within academic publications, presentations, and discussions relating to future employment opportunities.

5. Miscellaneous

- 5.1. Amendment: This Agreement shall not be amended, modified, or altered, except in writing, duly accepted and executed by both parties.

IN WITNESS WHEREOF, the parties hereby, or authorized agents thereof, have executed this Agreement, which shall be binding upon them and their respective successors and assigns, as of the day and year first above written.

Signed: _____

Printed: _____

Title: _____

Student

Signed: _____

Printed: _____