

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made this ___th day of _____, 20___ by and between the University of North Carolina at Charlotte, a body corporate and politic, having an address at 9201 University City Boulevard, Charlotte, NC 28223-0001 (referred to as "University") and _____, a student at The William States Lee College of Engineering, having a place _____ of _____ residence _____ at _____ (referred to as "Recipient").

WHEREAS, Recipient is a student at the University and is therefore subject to the University's Policy Statement #7 (viewable at <http://www.legal.uncc.edu/policies/ps-7.html>) as well as to the University of North Carolina's Patent and Copyright Policies (viewable at <http://intranet.northcarolina.edu/docs/legal/policymanual/500.2.pdf>); and

WHEREAS, University owns or has access to certain Technology, including developments, patents, trade secrets, marketing and licensing rights in and related to Technology (as defined in paragraph 1 of this Agreement and which are hereafter included within the term "Technology"); and

WHEREAS, Recipient is interested in evaluating the Technology as a possible project for Recipient's work in University's senior design course, and University is willing to disclose to Recipient certain Confidential Information (as hereafter defined) related to the Technology, but only in strict accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. For purposes of this Agreement, the term "Technology" means and includes inventions, products, and projects submitted, whether formally or informally, to the senior design course (hereafter, the "Class"), or developed by students, including the Recipient, in connection with the Class and includes all or any of the inventions and developments described or disclosed therein, patent applications, or any physical embodiments thereof, and know-how related thereto. *Recipient agrees that in accordance with the Patent and Copyright Policies of the University of North Carolina and of University, the University will own any patents, copyrights, or other intellectual property generated by Recipient, whether solely or jointly with others, that embodies or pertains to the Technology.*
2. (a) For purposes of this Agreement, "Confidential Information" means any information relating to the Technology, including without limitation patent applications, and all related foreign applications, continuations, continuation-in-part and divisional applications, or any of them, and oral communications, including those with students and professors participating in the Class, disclosed to Recipient and relating to or regarding the Technology or information not related to the Technology that is disclosed to Recipient in the manner set forth hereinafter. All such information is Confidential Information, including information disclosed to Recipient prior to the date of this Agreement, unless such information (i) was already in Recipient's possession prior to the disclosure thereof by University as provided in subparagraph (b) hereof, (ii) has been published or is published hereafter, unless such publication is a breach of this Agreement, (iii) is received by Recipient from a third party not under any obligation of confidentiality with respect thereto, or (iv) is independently developed by Recipient without use of University resources.

(b) If such information is established to have been known to Recipient prior to the disclosure thereof by University by reference to any publication thereof by Recipient or by reference to any writing or other record maintained by Recipient, such information shall not be deemed to be Confidential Information for purposes of this Agreement following written notification to University of such fact.

3. (a) For any information not related to the Technology to be covered as Confidential Information subject to this Agreement, University must mark such information as "Confidential" prior to disclosing it to Recipient.

(b) With respect to any oral communication, not related to the Technology, which is deemed by University to be Confidential Information subject to this Agreement, University must notify Recipient of such fact and within thirty (30) days thereafter University must send a memorandum to Recipient outlining the information deemed to be Confidential Information.

4. Recipient must maintain in confidence and may not disclose to any person not a party hereto and Recipient may not use or exploit in any way without University's written agreement, any Confidential Information for a period of five (5) years from the date of such disclosure, unless such information ceases to be Confidential Information prior to the end of such five-year period through no fault of Recipient, or unless Recipient and University enter into a written agreement authorizing same.
5. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) is and will remain the property of University. The Recipient must maintain in confidence all tangible Confidential Information of University in its possession, and, upon the written request of University at any time, must promptly return or destroy (as directed by University) all such tangible Confidential Information in its possession, and no such Confidential Information may thereafter be retained in any form by the Recipient. If the Recipient is directed by University to destroy the Confidential Information, the Recipient must, promptly upon such destruction, certify in writing to University that all University's Confidential Information has been destroyed. No licenses or rights under any patent, copyright, trade secret, or trademark are granted or are to be implied by this Agreement.
6. Recipient must exercise all reasonable precautions to prevent the disclosure of Confidential Information.
7. Recipient acknowledges that the Confidential Information is a unique and valuable asset of University and/or of corporations supporting work at the university, and that disclosure in breach of this Agreement may result in irreparable injury to University which could not be remedied by monetary damages. Therefore, the Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, University may be entitled to an injunction prohibiting any such breach, or to specific performance or any other equitable remedy available to University. Any such equitable relief shall be in addition to and not in lieu of any other appropriate relief at law to which University may be entitled.
8. This Agreement may not be assigned by either party without the prior consent of the other party. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

9. This Agreement is governed by and must be construed in accordance with the laws of the State of North Carolina, excluding its choice of law provisions. If any provision of this Agreement is found to be unenforceable, the remainder may be enforced as fully as possible and the unenforceable provisions will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all of which constitute the same agreement.
10. All rights of University acquired, either before or after the execution of this Agreement, under the patent and copyright laws of the United States and all foreign countries are hereby expressly reserved to University.
11. No license or property rights in any Confidential Information or other hardware design, software or intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise. Neither party may directly or indirectly transmit, by way of trans-shipment, export, diversion or otherwise, any Confidential Information to any location outside of the United States of America, except in accordance with the export control laws and regulations of the U.S. Department of Commerce or other agency or department of the U.S. Government and any amendments to such laws and regulations.
12. For purposes of this Agreement, the term "University" includes inventors of the Technology and those working with or under them.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first written above.

University of North Carolina at Charlotte

By: _____

Carl P. B. Mahler, II
Executive Director, Office of Technology Transfer

Senior Design Student Section

By: _____

(Student Signature)

(Print Student Name)

(Student UNC Charlotte 800#)