

**NON-DISCLOSURE AGREEMENT
FOR
COLLEGE OF ENGINEERING & TECHNOLOGY CAPSTONE COURSE**

This Non-Disclosure Agreement for College of Engineering & Technology Capstone Course (“Agreement”), entered into as of _____ (“Effective Date”) by and between _____ (“Company”) and the undersigned individual (“Instructor”) who teaches at Utah Valley University (“UVU”), confirms the terms under which confidential information of Company will be shared with Instructor for the project described at the end of this Agreement (“Project”).

Company and Instructor hereby agree as follows:

1. “Confidential Information” means proprietary and confidential information of Company marked or identified as such. To be treated as Confidential Information, any information provided to Instructor in tangible form shall be marked “Proprietary and Confidential” or similar markings. Information disclosed orally must be identified orally as confidential at the time of disclosure and summarized in writing within 30 days of disclosure.
2. No information will be Confidential Information that: (a) is already known to Instructor, (b) is or becomes publicly known through no wrongful act of Instructor, (c) is independently developed by Instructor, or (d) is received by Instructor from a third party without similar restrictions and without breach of this Agreement.
3. Instructor may disclose Confidential Information: (a) to other UVU students who have executed non-disclosure agreements with Company, (b) in response to the lawful request or requirement of a governmental agency or by requirement of law, (c) to another faculty member supervising the Project, provided the faculty member has signed a non-disclosure agreement with Company, or (d) if Company has granted prior written permission.
4. Except as provided herein, Instructor will not disclose Confidential Information to any other person. Instructor will not use Confidential Information other than in connection with the Project.
5. Company understands that for a student to complete the requirements of the capstone course, the student must give a substantive presentation concerning the Project to an audience that will not have signed non-disclosure agreements, and that such presentation will include information about Company. Company will work with the student and Instructor to prevent the inclusion of Confidential Information in the presentation and any written materials prepared by the student. Company permits Instructor to share sufficient information about the Project with the public to facilitate the course requirements, provided Confidential Information is not disclosed. Nothing in this Agreement precludes Instructor from seeking or obtaining employment with any third party during the term of this Agreement.

6. All Confidential Information delivered by Company to Instructor will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by Instructor upon Company's request.

7. This Agreement and Instructor's obligations hereunder shall automatically expire two (2) years from the Effective Date. All disclosures of Confidential Information by Company shall be completed no later than one (1) year from the Effective Date.

8. Under UVU Intellectual Property Policy #136 ("IP Policy"), UVU employees typically own intellectual property ("IP") they create unless such IP: (a) is created under their duties and scope of employment, (b) is a scholarly work that is a work for hire, (c) is created with non-incidental use of UVU resources or facilities, or (d) is created while supervising or directing students engaging in research or development. In these instances, UVU may own the rights to the IP. The IP Policy can be found at: <https://www.uvu.edu/policies/manual/>. Instructor may elect to assign to Company any Instructor-owned IP created under the Project, but this must be made through a written IP assignment prior to initiation of the Project. It is the responsibility of Company to obtain this assignment from Instructor and such assignment should avoid creating any conflicting obligations with the IP Policy. If Instructor does not wish to participate in the Project because it requires assignment of Instructor-owned IP, Instructor may choose to work on a different project. This decision should be made by Instructor prior to initiation of the Project.

9. This Agreement may not be modified except by written instrument signed on behalf of each party. Neither party shall assign this Agreement nor transfer or subcontract for the furnishing of services to be performed under this Agreement without the prior written consent of the other. Company may not use the name of UVU in any news release or advertising or any publication directed to the general public without written approval of UVU. The parties will 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 Company to UVU or Instructor. This Agreement embodies the entire agreement and understanding of the parties and terminates and supercedes all prior independent agreements and understandings between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the state of Utah without application of any principles of choice of laws. Disputes that cannot be resolved by Company and Instructor shall be determined by a court of competent jurisdiction in the State of Utah. All notices, requests, or consents given in connection with this Agreement shall be given in writing and sent by first class mail or email to the addresses listed at the end of this Agreement, unless either party notifies the other party of a different address.

[SIGNATURE PAGE FOLLOWS]

Executed as of the date and year first above written:

Name of Company:

Name of Instructor

Signature

Signature

Title

Date

Date

Address

Address

Email

Email

Description of Project:
