

**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 student (“Student”) attending Utah Valley University (“UVU”), confirms the terms under which Company will exchange certain confidential information with Student for the purpose of enabling Student to undertake the project described at the end of this Agreement (“Project”).

Company and Student 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 by Company to Student 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 Student, (b) is or becomes publicly known through no wrongful act of Student, (c) is independently developed by Student, or (d) is received by Student from a third party without similar restrictions and without breach of this Agreement.
3. Student 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 a 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, Student will not disclose Confidential Information to any other person. Student will not use Confidential Information other than in connection with the Project.
5. Company understands that for Student to complete the requirements of the course, 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 Student to prevent the inclusion of Confidential Information in the presentation and any written materials prepared by the Student. Company permits Student to share sufficient information about the Project with the public to fulfill the course requirements, present as part of a publicly accessible senior design exposition, and discuss the Project with any potential employer in a job interview for purposes of seeking employment, provided Confidential Information is not disclosed. Nothing in this Agreement precludes Student from seeking or obtaining employment with any third party during the term of this Agreement.

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

7. This Agreement and Student'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"), students typically own intellectual property ("IP") they create unless the students: (a) are employed by UVU, (b) make non-incidental use of UVU resources or facilities, or (c) engage in research or development under the supervision or direction of a faculty member. In these instances, UVU may own the rights to the IP. The IP Policy can be found at: <https://www.uvu.edu/policies/manual/>. Student may elect to assign to Company any Student-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 Student and such assignment should avoid creating any conflicting obligations with the IP Policy. If Student does not wish to participate in the Project because it requires assignment of Student-owned IP, Student may choose to work on a different project. This decision should be made by Student 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 Student. 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 or any principles of choice of laws. Disputes that cannot be resolved by Company and Student 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:

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Name of Company:

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Name of Student

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Signature

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Signature

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Title

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Date

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Date

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Address

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Address

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Email

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Email

Description of Project:

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