This Agreement

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between **Delta Dental Plan of Michigan, Inc.**, located at 4100 Okemos Road, Okemos, MI 48864, which shall include its affiliates and subsidiaries and which shall together be referred to herein as “COMPANY”, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who shall be referred to herein as“STUDENT”.

This Agreement sets forth STUDENT’s responsibilities regarding the use and non-disclosure of confidential information that s/he obtains through his/her participation in CSE498, Collaborative Design, under the direction of Dr. Wayne Dyksen, Professor of Computer Science and Engineering, at Michigan State University with a project for COMPANY titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“PROJECT”). STUDENT understands this document is an agreement for the use and non-disclosure of confidential information and is a binding legal agreement between STUDENT and COMPANY. STUDENT understands s/he has the right to seek independent legal advice at his/her own expense prior to signing this Agreement.

Non-Disclosure Obligations

COMPANY possesses and considers to be proprietary and confidential certain information, including, but not limited to, business information, financial statements and reports, business practices, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information, protected health information or electronic protected health information as defined in 45 CFR Parts 160 and 164, trademarks, patents, copyrights, software code, data, know-how, intellectual property and/or any and all other financial, business, organizational and technical information related to COMPANY’s business or organization (all such confidential information hereinafter referred to as “CONFIDENTIAL INFORMATION”). It is understood that STUDENT may have or receive access to such CONFIDENTIAL INFORMATION through his/her work on the PROJECT. Because such CONFIDENTIAL INFORMATION is proprietary and confidential to COMPANY, COMPANY is willing to allow STUDENT to work on the PROJECT and have access to Confidential Information only on the following terms conditions:

1. STUDENT will treat as confidential, and not disclose to any other person outside of COMPANY, any CONFIDENTIAL INFORMATION which is or has been made available, directly or indirectly, to STUDENT, and will treat such CONFIDENTIAL INFORMATION with the same degree of care that it would treat CONFIDENTIAL INFORMATION of his/her own, which in any event shall not be less than a reasonable degree of care.
2. STUDENT agrees to only use CONFIDENTIAL INFORMATION for the PROJECT and not for any other purpose, whether commercial or non-commercial.
3. STUDENT agrees not to make any copies of CONFIDENTIAL INFORMATION unless STUDENT has written permission from COMPANY.
4. The non-disclosure 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; or (b) STUDENT can show by written records to have been rightfully 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 STUDENT by a third party, provided such third party is not subject to any prohibition against transmitting the CONFIDENTIAL INFORMATION to STUDENT.
5. In the event that STUDENT is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any CONFIDENTIAL INFORMATION belonging to COMPANY, STUDENT will promptly notify COMPANY in writing of such request or requirement so that COMPANY may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If COMPANY seeks such a protective order, STUDENT will provide such cooperation as shall be reasonably requested. In the event that no such protective order or other remedy is sought, or compliance with the terms of this Agreement is not waived, and STUDENT is nonetheless legally compelled to disclose such CONFIDENTIAL INFORMATION, STUDENT will furnish only that portion of CONFIDENTIAL INFORMATION which it is advised by counsel is legally required and will give COMPANY written notice of the CONFIDENTIAL INFORMATION to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that the CONFIDENTIAL INFORMATION will be treated confidentially.
6. STUDENT shall return all materials, drawings, data, memoranda, and written information in STUDENT’s possession relating to such CONFIDENTIAL INFORMATION, including copies thereof, to COMPANY, either upon request by COMPANY or at the completion of PROJECT.
7. Nothing contained in this Agreement shall be construed to grant to STUDENT any rights in respect of such CONFIDENTIAL INFORMATION other than for use on the stated PROJECT.
8. STUDENT understands and agrees that any breach of this Agreement will cause COMPANY irreparable harm, that an adequate remedy at law will not exist, and that the remedies of specific performance and injunctive relief will be appropriate in such circumstances. STUDENT agrees that if s/he breaches this Agreement in any respect, in addition to any other remedy to which COMPANY may be entitled at law or in equity, COMPANY will be entitled to seek appropriate injunctive relief.

General Terms

This Agreement may be executed in the original or by facsimile or other electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties agree that any xerographically or electronically reproduced copy of this fully-executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder. This Agreement will be governed by the laws of the State of Michigan, regardless of the application of any principles regarding conflicts of laws.

STUDENT understands s/he is not required to participate in PROJECT, but if s/he does so, then the terms of this Agreement apply.

STUDENT’s obligations and responsibilities under this Agreement will continue after completion of PROJECT and/or conclusion of his/her involvement with PROJECT.

This Agreement is effective upon the latest date of signature.

COMPANY

Signature:

Printed Name:

Title:

Date:

STUDENT

Signature:

Printed Name:

Date:

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

Parent/Legal Guardian:

Date: