

NON-DISCLOSURE, RELEASE OF LIABILITY, AND RULES AGREEMENT

BETWEEN

ROBERT BOSCH LLC

38000 Hills Tech Drive, Farmington Hills, MI 48331
("Bosch" or "Disclosing Party")

AND

David Jefts (Student Name)

(Recipient Address)

("Recipient" or "Participant")

Subject Matter: Bosch Sponsorship of EcoCAR Mobility Challenge Program

Effective Date of Agreement:

**Period for Exchange of
Information:**

Period of Confidentiality: To the extent such Confidential Information is not a trade secret, five (5) years from the date of first disclosure of the Confidential Information; to the extent such information is a trade secret, so long as such information remains a trade secret under applicable law.

THIS AGREEMENT is made as of the Effective Date of the Agreement noted above, by and between the above parties.

1. SPONSORSHIP BACKGROUND AND CONFIDENTIALITY

- a. Bosch is donating certain parts (the "Donated Automotive Parts"), proprietary information, mentoring by engineers, and other types of support to sponsor the EcoCAR Mobility Challenge program (the "Program").
- b. The Program necessarily requires that Bosch disclose to the Participant confidential information about the Parts and other proprietary and/or trade secret information.
- c. All information (whether audio/video tapes, drawings, written or other form) about the Parts and all proprietary and trade secret information that belongs to Bosch that is marked or communicated at the time of presentation to be "Confidential", "Secret" or "Proprietary" is proprietary to Bosch and is subject to restrictions on its use (the "Confidential Information").
- d. Bosch gives Argonne National Laboratory ("ANL") permission to distribute this Confidential Information on behalf of Bosch to the Participant for use in the Program.
- e. As a condition of access to the Confidential Information, the Participant agrees to:
 - i. Only use Confidential Information in connection with Participant's participation in the ECOCAR Program and not for any other purpose, whether commercial or

- non-commercial;
- ii. Not disclose any Confidential Information to anyone other than other ECOCAR Program team members and others at the University with a need-to-know, without prior written consent of Bosch;
- iii. Comply with any University's procedures to keep Confidential Information secure;
- iv. Not make any copies of any Confidential Information unless written permission is provided by Bosch;
- v. Return to Bosch all Confidential Information and any copies that have been made at the completion of the University's entry in the ECOCAR Program, even if the University's team fails to finish its entry;
- vi. Not seek any Confidential Information from anyone unless by request through the competition organizers as it is important that all teams have access to the same information;
- vii. Maintain confidentiality of all Confidential Information, to the extent such Confidential information is a trade secret, as permitted above for so long as such information remains a trade secret under applicable law, from the date of first disclosure of the Confidential Information;
- viii. Maintain confidentiality of all Confidential Information as permitted above for a period of five (5) years from the date of first disclosure of the Confidential Information, to the extent such Confidential Information is not a trade secret;
- f. All of the Confidential Information and all tangible property embodying the same shall remain the property of Bosch. Nothing in this Agreement shall be construed to grant to University any rights by license or otherwise, either expressly or by implication, to any of the Confidential Information;
- g. If any Confidential Information was known or documented by University before its disclosure by Bosch, or becomes available to the public through sources other than Participant after disclosure by Bosch, then Participant may use such Confidential Information subject to any patent or copyright obtained by Bosch; and
- h. University further agrees to take all reasonable steps to protect and keep confidential any Bosch proprietary information provided by Bosch and shall not use the Donated Automotive Parts to compete with Bosch's business or disseminate Bosch's proprietary information to any third parties.

2. RELEASE OF LIABILITY: The Participant:


- a. Acknowledges and fully understands that he/she will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from his/her own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used;
- b. Acknowledges and further understands the risks of automotive work, and that there may be other risks not known or not reasonably foreseeable at this time, and acknowledges the risk of injury and even death;
- c. Acknowledges that participation in the Program is voluntary and Participant freely chooses to participate;
- d. Assumes all the foregoing risks and accepts personal responsibility for the damages and medical expenses following any such injury, permanent disability or death;

- e. Fully understands that Bosch accepts no responsibility for Participant's personal actions while he/she is participating in the Program, or for any claims arising directly or indirectly out of Participant's participation in the Program; and therefore, Participant releases and discharges, indemnifies and holds harmless Bosch and its successors, assigns, subsidiaries, and affiliates, and such entities' respective officers, directors, employees, servants, and agents, as well as all distributors, dealers and sellers of Bosch products, for any liability for damage to or loss of personal property, sickness or injury of every kind and description (including death), from whatever source, legal entanglement, imprisonment, loss of money, etc., which might occur during, or as a result of, the Participant's participation in the Program.
3. **USE OF BOSCH PARTS.** Participant may not sell or use any of the Donated Automotive Parts obtained from Bosch not entered or otherwise used as part of the Program.
4. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable US laws and regulations, including export, copyright and other intellectual property right laws and regulations, and acknowledge that such obligation shall survive termination of this Agreement.
5. **RELATIONSHIP.** Each party hereto shall be considered an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.
6. **INJUNCTIVE RELIEF.** Participant acknowledges that the Confidential Information is of great value to Bosch, and agrees that Bosch is entitled to seek injunctive and/or monetary relief if the Confidential Information is, or is threatened to be, prematurely disclosed or used in violation of this Agreement. Bosch may also seek such relief in case of threatened use or actual misuse of the Donated Automotive Parts.
7. **INUREMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective "Affiliates" (as defined below), successors, assigns and legal representatives. The parties agree that each party and its Affiliates may receive Confidential Information from and/or disclose Confidential Information to the other party and the other party's Affiliates, and that all such Confidential Information shall be governed by this Agreement. Recipient shall be fully responsible to the Disclosing Party for any breach of this Agreement by the Recipient's Affiliates. "Affiliate", as used herein, means an entity that directly or indirectly controls, is controlled by or is under common control with a party to this Agreement; and as used in this Section "control", "controls" or "controlled" means: (i) fifty percent (50%) or more ownership or beneficial interest of income or capital of such entity; (ii) ownership of at least fifty percent (50%) of the voting power or voting equity; or (iii) the ability to otherwise direct or share management policies of such entity.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties regarding the Confidential Information and supersedes all other communications, reports or understandings between the parties in respect thereto. No change or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.
9. **CHOICE OF LAW.** This Agreement is governed and construed in accordance with the laws of the state of Michigan, without regard to principles of conflict or choice of laws.
10. **HEADINGS.** Headings in this Agreement are for reference only and shall not affect the meaning of the provisions.

11. COUNTERPARTS. This Agreement may be signed in two or more counterparts including facsimile copies. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date first written above.

PARTICIPANT

Signature: 
Print Name: David Jefts
Title (if applicable): _____
Date: 9/19/2019
Name of University: Embry-Riddle Aeronautical University

DISCLOSING PARTY

Robert Bosch LLC
Signature: _____
Print Name: _____
Title: _____
Date: _____