

Confidentiality Agreement

Print 2 Copies

Must be filled out in **BLACK** or **BLUE** ink

First Page:

Step 1: Fill out date (day/month/year)

Step 2: Print First and Last name

Step 3: Print address

Last Page:

Step 4: Sign name

Step 5: Print name

Step 6: Student ID number (800#)

First Page

CONFIDENTIALITY AGREEMENT

Date

THIS AGREEMENT made this 5 th day of September, 2018 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 Joseph Student, a student at The William States Lee College of Engineering, having a place of residence at 9201 University City Blvd, Charlotte, NC 28223 (referred to as "Recipient").

Last Name

First Name

Your Address

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.

Last Page

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: Joseph Student ← Sign
(Student Signature)

Joseph Student ← Print
(Print Student Name)

800123456 ← Student ID
(Student UNC Charlotte 800#)