

This Agreement is entered into as of the Signing Date between the STUDENT and the COMPANY for the purpose of protecting the confidentiality and intellectual property of the interested parties.

WHEREAS the STUDENT, enrolled at Conestoga College Institute of Technology and Advanced Learning (herein "CONESTOGA"), has been asked to develop, design, and/or produce a prototype product or process for the COMPANY in the pursuit of either his/her academic requirements within a final year, capstone, or class project, or other project outside of academic pursuits (herein referred to as "PROJECT");

AND WHEREAS the COMPANY has agreed to accept the quality and quantity of the STUDENT's work in the pursuit of his/her academic requirement as presented in the final deliverable for the PROJECT and to accept the full responsibility and full risk of implementing the final deliverable into the COMPANY.

The STUDENT and the COMPANY agree to the following on confidentiality for the PROJECT:

1. **Description of Confidential Information.** The Confidential Information to be disclosed under this Agreement is described as follows and includes those materials specifically identified as:
 - i. material which is marked as confidential at the time of disclosure; or
 - ii. material in oral or visual form identified as confidential at the time of disclosure and subsequently designated as such within a written memorandum sent to the STUDENT within thirty (30) days following the original disclosure.
2. **Purpose of Recipient's Use of Confidential Information.** The STUDENT shall make use of the Confidential Information only for the following purpose of the PROJECT.
3. **Confidentiality Period.** This Agreement and the STUDENT's duty to hold Confidential Information in confidence expire eighteen (18) months after the Signing Date. STUDENT must abide by the ownership of intellectual property from the COMPANY or third parties. This Agreement shall be enforced should the STUDENT cease to be part of the PROJECT.
4. **Non-Disclosure.** The STUDENT agrees that he/she will retain the Confidential Information in confidence and that he/she will not disclose such Confidential Information to any third party or use the Confidential Information for any purpose other than the PROJECT. The STUDENT shall use at least the same standard of care in protecting the confidentiality of the Confidential Information that he/she uses in protecting his/her own Confidential Information of a similar nature but, in any event, no less than a reasonable standard of care. The STUDENT may disclose the Confidential Information only to other students (working on the PROJECT) and faculty members who oversee his/her work who have a need-to-know the Confidential Information for the PROJECT, and who are bound by substantially the same obligations as the STUDENT pursuant to this Agreement.
5. **Return of Confidential Information.** Upon the written request of the COMPANY, the STUDENT shall return all Confidential Information and copies thereof in his/her possession or under his/her control to the COMPANY, subject to the right of the STUDENT to retain one (1) full archival copy of such Confidential Information for the purposes of establishing the extent of the disclosure of such Confidential Information. Such Confidential Information shall nonetheless be subject to the confidential period pursuant to Section 3.

The STUDENT and the COMPANY further agree to the following for intellectual property for the PROJECT:

1. **Definition of Intellectual Property:** *Intellectual Property* includes (for the purpose of this Agreement) technical information, knowhow, inventions, models, patents, drawings, designs, specifications, prototypes, computer software (source and object code), and other creations that can be protected under patent, copyright, or trademark laws.
2. **Ownership of Intellectual Property:** The resulting intellectual property developed by the STUDENT for the purpose of the PROJECT as a completed deliverable for the PROJECT will be owned by the COMPANY. Any background intellectual property remains the property of the owner of the intellectual property. The use of any background intellectual property needs to be mutually agreed to in writing by the STUDENT and COMPANY.
3. **Academic Requirements:** Since the PROJECT work may contribute to the STUDENT's academic requirements, the final presentation of the Project shall not be subject to publication restrictions by the COMPANY. The COMPANY may request reasonable delays in the publication and/or presentation by the STUDENT of any intellectual property to which the COMPANY has ownership rights in order to allow the COMPANY to protect their rights in such intellectual property. CONESTOGA will work with the COMPANY and the STUDENT to permit reasonable delays or to limit any information disclosure to the minimum required for the academic assessment of the PROJECT as determined by CONESTOGA at its sole discretion. No delays, under any circumstance, will be approved that would negatively affect the academic progress or career of the STUDENT.

Having read and understood this Agreement, the STUDENT and the COMPANY accept the above terms and conditions as of the Signed Date.

STUDENT	COMPANY
SIGNATURE: _____	SIGNATURE: _____
SIGNING DATE: _____	SIGNING DATE: _____
NAME (PRINTED): _____	NAME (PRINTED): _____
EMAIL: _____	TITLE: _____ <i>I have authority to bind the COMPANY.</i>
Witness (for Student) _____	NAME OF COMPANY: _____
SIGNATURE: _____	ADDRESS: _____
SIGNING DATE: _____	TEL: _____
NAME (PRINTED): _____	FAX: _____
	EMAIL: _____

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