

**2016 - 2017 Non-Disclosure Agreement  
for Confidential Information in Student Projects**

**Department, course number(s) and faculty contact:**

**Project title and brief description** (that reasonably limits scope) **and semester(s) will be active -**  
attach additional description page as necessary:

**Project Sponsor information:**

- organization name and address:
  - name and title of project coordinator:
  - email and phone:
1. There are three parties to this agreement: the project Sponsor, Iowa State University (including the Faculty Instructor and Faculty Project Mentor) and the individual Student Participants. Their names and signatures are listed at the end of the document.
  2. The Sponsor agrees to clearly identify in writing, any material, knowledge or information that is requested to be treated as confidential or involves trade secrets (the “Confidential Information”).
  3. However, Confidential Information does not include material, knowledge or information provided by Sponsor when it can be established by competent evidence that such information:
    - Was already known by the ISU Student Participant or Faculty Instructor/Mentor at the time of disclosing.
    - Was publicly available at the time of disclosing.
    - Was independently developed by the ISU Student Participant or Faculty Instructor/Mentor without use of the Confidential Information.
    - Became available to public after disclosure by means other than acts or omissions of the ISU Student Participant or Faculty Instructor/Mentor in violation of this agreement.
    - Was lawfully disclosed by a party not in collaboration with the Sponsor subsequent to time of disclosure.
    - Was approved for disclosure by prior written permission of Sponsor.

4. The Student Participants and the Faculty Instructor/Mentor agree to exercise reasonable care to prevent the disclosure of the Confidential Information to any third party and to only use this information for the educational purpose for which it is shared.
5. All parties understand that the Confidential Information is being used as part of a project in an ISU course. Therefore, it is agreed that the Student Participants and Faculty Instructor/Mentor in the course may make use of the Confidential Information for the limited purposes of working on the designated course project. As part of the class requirements the Student Participants may be required to give presentations about their project to the other students in the class. Some presentations may be open to other faculty and students and, in some situations, even the public. All presentations shall be subject to prior review by Sponsor. The Sponsor may designate a specific item of the Confidential Information that cannot be included in any presentation. Another option would be for the Sponsor to request in writing that the presentation be given to a very limited audience. In either case the Sponsor must realize that the presentation must not be edited beyond the point of being understood.
6. This project is not intended to be a hidden experience for the Student Participants, therefore the Student Participants will be allowed to mention the project by name during job interviews or on resumes, with the understanding they cannot disclose any of the specific Confidential Information.
7. This project, as with all course work, may be used as example course work during events such as College accreditation review. If there is any concern about it being used in this context (and other similar educational settings in which examples of student work are displayed) the Sponsor may request in writing to preview any project summary before it is released for such use and Sponsor shall promptly be awarded a review opportunity before any such disclosure and communicate the results of the review to ISU before any such disclosure.
8. Other than identified above, the University, Faculty Instructor/Mentor and the Student Participants agree to not disclose the Confidential Information beginning with the date this agreement is signed by the student participants and ending three years after the official last day of the appropriate academic semester.
9. This agreement may be terminated by any party by giving thirty days written notice to the other parties. Upon termination or expiration, all Confidential Information shall remain the property of the Sponsor and shall be returned or destroyed promptly. The obligation of confidentiality shall survive termination or expiration of this Agreement.
10. All parties must 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 any party. Further, it is understood that foreign nationals may be part of the student group working on this project.
11. This agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each party.
12. By the signature below of officials authorized to commit the parties to this agreement, Sponsor, Iowa State University, the Faculty Instructor/Mentor and Student Participants agree to all the above terms and conditions, as of the effective date given below. A facsimile or scan of any original signature transmitted by one party to the other party is effective as if the original was sent to the other party.

Agreement effective date: \_\_\_\_\_

**SPONSOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization name and address: \_\_\_\_\_

Date: \_\_\_\_\_

**IOWA STATE UNIVERSITY OF  
SCIENCE AND TECHNOLOGY**

Authorizing Signature: \_\_\_\_\_

Printed Name: Ronald A. Cox

Title: Associate Dean for Corporate Engagement, College of Engineering

Date: \_\_\_\_\_

**FACULTY INSTRUCTOR**

**FACULTY MENTOR (If Applicable)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STUDENT PARTICIPANTS** (signing as parties to the Agreement)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Non-ISU Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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Attach additional signature pages as necessary