

**UNILATERAL NON-DISCLOSURE AGREEMENT**  
(Student Capstone Project Participation)

THIS AGREEMENT, effective the date of \_\_\_\_\_, between \_\_\_\_\_, whose address is: \_\_\_\_\_ (hereafter "Recipient"), and **New Jersey Institute of Technology**, a public research university located at University Heights, Newark, New Jersey, 07102 (hereafter "Discloser") shall cover the conditions of disclosure of certain confidential and proprietary information between Recipient and Discloser.

WHEREAS, Recipient seeks to participate in a Senior Capstone Project (hereafter "Project") as part of Discloser's curriculum for select students which will include an internship experience for Recipient at a facility owned and/or operated by a participating third party company (hereafter the "Facilitator") whereat and/or whereby Recipient will be exposed to information and/or materials of a confidential and/or proprietary nature to Discloser, Facilitator and/or both (hereafter "INFORMATION");

WHEREAS, Discloser will designate a faculty member who shall serve as the Director and Primary School Liaison responsible for coordinating the Senior Capstone Project internship relationship with Recipient and Facilitator (hereafter "Evaluator"). The Evaluator will also evaluate Recipient's performance related to the Project and ensure that Recipient has satisfactorily completed the prerequisite portion of the curriculum.

WHEREAS, Discloser is desirous of providing to Recipient, and Recipient is desirous of receiving from Discloser, the INFORMATION on a confidential basis so as to permit recipient to access, study and use the INFORMATION in performing Project activities related to Recipient's participation in the Project.

WHEREAS, Recipient and Discloser wish to define the manner in which such INFORMATION is to be provided (and has been provided) by Discloser and the extent to which such INFORMATION may be used by Recipient.

NOW, THEREFORE, Recipient agrees as follows:

1. INFORMATION shall mean any and all information which is disclosed to Recipient by either Discloser and/or Facilitator verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. INFORMATION may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, and confidential information concerning Discloser and/or Facilitator's business or organization, as they may have conducted it or may conduct it in the future.

2. INFORMATION may also include information concerning Facilitator's past, current, or possible future products or methods, including information about Facilitator's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party soft ware).

3. Recipient will use the INFORMATION disclosed by Discloser and/or Facilitator only for study and use in Project activities, unless otherwise agreed in writing. Recipient shall not use the INFORMATION for any other purpose of his own or of any third party (other than Facilitator). Upon termination of Recipient's Project participation, Recipient agrees to return all INFORMATION to Discloser or as otherwise requested by Discloser, including but not limited to the deletion of all INFORMATION from Recipient's personal files, records, computers, and the like (if any), copies, extracts or other reproductions in whole or in part of such tangible material. Recipient represents and warrants that he/she will not retain any form of the INFORMATION following termination of his/her Project participation.

4. A disclosure will be deemed to be disclosed under this Agreement and included within the definition of INFORMATION if: (a) it is directly or indirectly related to the Project (even if made to Recipient prior to the date of this Agreement, to such extent, this Agreement is intended to have retroactive effect) or any activities required for performance of Recipient's Project participation; or (b) in the event of a disclosure in written or in sample form, it is marked "Confidential" and/or "Proprietary" or otherwise contains or bears an appropriate legend to indicate that the same is proprietary or confidential to Discloser; or (c) in the event of disclosure in oral form, it is identified at the time of disclosure as being proprietary or confidential to Discloser. Recipient shall avoid disclosure, publication or dissemination of the INFORMATION received unless otherwise agreed to in writing and consented to by Discloser.

5. The provisions of Paragraphs 3 and 4 are not intended to prohibit Recipient from disclosure of INFORMATION to the Evaluator and/or Facilitator for purposes related to the Project.

6. The obligation of confidentiality and non-use specified in this Agreement shall not apply to INFORMATION which: (a) is known to Recipient prior to its disclosure by Discloser or the Facilitator; or (b) has been independently developed by Recipient prior to this Agreement; or (c) is or becomes publicly available without fault of Recipient; or (d) is disclosed to Recipient by a third party having the legal right to so disclose.

7. Nothing in this Agreement shall be construed, by implication, estoppel, or otherwise, as establishing any type of commitment or right, either expressed or implied, between the parties in respect of any INFORMATION disclosed under this Agreement. Recipient shall return the original and all copies of any INFORMATION supplied to Discloser upon Discloser's request.

8. The parties agree that any threatened or actual breach of this Agreement by Recipient would cause irreparable damage to Discloser. Recipient therefore agrees, in addition to Discloser's remedies at law for breach, to the granting of injunctive relief to enforce the terms of this Agreement.

9. The obligation of non-use and confidentiality created by this Agreement shall remain in effect until such INFORMATION enters the public domain other than through the breach of Recipient's obligations hereunder.

10. All inventions, discoveries or other intellectual property created solely by Recipient or jointly between Recipient and Discloser or Facilitator, through use of the INFORMATION or as a result of Recipient's participation in the Project shall belong solely to Discloser or as otherwise determined by Discloser.

11. No change in this Agreement shall be effective unless such change is mutually agreed upon, in writing, by the parties. This Agreement expresses the sole and entire Agreement between the parties in this matter and supersedes all prior discussions, representations and understandings in this matter.

12. This Agreement shall be deemed to be executed within and interpreted in accordance with the laws of the State of New Jersey. All disputes concerning this Agreement shall be venued in the State of New Jersey.

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first set above.

**Receiving Party:**

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

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

Dated: \_\_\_\_\_

**For Receiving Parties Under the Age of Eighteen (18), Parental Consent Required:**

I, \_\_\_\_\_, (Parent's Name) hereby certify that I am the parent and/or lawful guardian of \_\_\_\_\_ (Recipient's Name)

I understand and agree that when my child participates in the Program he/she is expected to be exposed to confidential and/or proprietary information. I have read and reviewed the above, and I give my permission for my child to participate in the Program in accordance with the terms and conditions of this Agreement.

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Parent's Name

\_\_\_\_\_  
Dated