



# VCU

## VIRGINIA COMMONWEALTH UNIVERSITY STUDENT ACADEMIC PROJECT CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is made by and between **VIRGINIA COMMONWEALTH UNIVERSITY (“VCU”)**, a corporation and an institution of higher education of the Commonwealth of Virginia, and \_\_\_\_\_ whose principal place of business is \_\_\_\_\_ (“Discloser”).

VCU enters into this agreement to further the academic activities of its VCU COLLEGE OF ENGINEERING, which includes providing courses in innovation and design. As part of Course \_\_\_\_\_, VCU assigns projects to its students consistent with the educational objectives of the course. Discloser desires to collaborate with VCU in the development of a student project (the “Project”) for which Discloser may disclose to VCU and its students (hereinafter referred to as “Recipients”) certain data, specifications, samples, materials, research information, new product development initiatives, business plans, and business objectives, which are competitively sensitive, proprietary, and/or confidential to Discloser (the “ Confidential Information”). Company will not disclose to Recipients any information that it considers a trade secret in connection with the Project.

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the Discloser and VCU agree as follows:

### 1. CONFIDENTIALITY OBLIGATIONS:

Recipient agrees to accept in strict confidence and not use for its own benefit or divulge to a third party Discloser’s Confidential Information designated as proprietary and confidential, either on its face or in a separate writing provided by Discloser to Recipient within ten (10) days of any disclosure, except in furtherance of the Project and then only to persons who have agreed to maintain the information as confidential. In addition, Recipient hereby agrees not to chemically analyze, other than as required for the research project – in which case any information resulting from such analysis shall be considered Confidential Information subject to the terms of this Agreement, or otherwise reverse engineer any materials or samples provided by the Discloser pursuant to this Agreement.

### 2. EXCLUSIONS TO CONFIDENTIALITY:

The confidentiality obligations outlined in this Agreement shall not be binding on Recipient with respect to any Information which:



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- (a) is rightfully in the possession of Recipient at the time of disclosure; or
- (b) is or becomes known to the public generally through no fault or other action of Recipient; or
- (c) is obtained lawfully by Recipient on a non-confidential basis from a third party; or
- (d) is developed by Recipient as a result of its own efforts, without the use of, or access to, the Confidential Information received from Discloser; or
- (e) is required by law or legal order to be disclosed by Recipient.

### **3. RETURN & DESTRUCTION OF INFORMATION:**

Recipient will destroy all written, including electronic Confidential Information received from Discloser or which incorporates or references any Confidential Information of Discloser (including all copies thereof) at the request of Discloser.

### **4. CONFIDENTIALITY PERIOD:**

Unless otherwise agreed in writing signed by both parties, Recipient agrees not to disclose any Confidential Information of Discloser for a period of three (3) years after disclosure of such Confidential Information.

### **5. ACADEMIC USE EXCEPTION:**

For the avoidance of doubt, the Project includes discussion between VCU students and VCU faculty as part of the students' academic course of study, and no exchange of information in the context of this academic course of study will be deemed a breach of this Agreement.

### **6. GOVERNING LAW:**

This Agreement contains the entire understanding hereto relative to the Confidential Information. This Agreement may not be amended or supplemented except in a written agreement signed by both parties. The terms and conditions contained in this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.



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## 7. INTELLECTUAL PROPERTY RIGHTS:

Recipient recognizes and agrees that nothing in this agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Information of Discloser, except as specified in this Agreement.

## 8. ACCEPTANCE:

In order to indicate acceptance of this above-mentioned terms and conditions, the parties have signed this letter in the space herein provided by an officer duly authorized.

### ACCEPTED AND AGREED TO:

### VIRGINIA COMMONWEALTH UNIVERSITY

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Signature:  
Name:  
Title:

Date:

\_\_\_\_\_ (“Discloser”)

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Signature:  
Name:  
Title:

Date:

