**NON-DISCLOSURE AGREEMENT**

For ACADEMIC PROJECT

Effective Date: September 9, 2021

1. The parties to this Non-Disclosure Agreement are:

|  |  |  |
| --- | --- | --- |
| **“NDSU”**  North Dakota State University  1715 NDSU Research Park Dr.  Dept. 4000, PO Box 6050  Fargo, ND 58102 | **“Company”**  Name:  Address: | **“Student Participants”**  Includes each individual student\* named in Article 15 herein (Signature block) as a separate, independent party. |

Company, NDSU and Student Participant may be either a “Disclosing Party” or a “Recipient” and may be referred to each as a “Party” or collectively as the “Parties”.

**NDSU AND EACH STUDENT PARTICIPANT ARE SEPARATE PARTIES TO THE AGREEMENT AND A BREACH BY ANY ONE OF THE STUDENT PARTICIPANTS SHALL NOT BE CONSIDERED A BREACH BY NDSU OR ANY OTHER STUDENT PARTICIPANT. NDSU AND THE STUDENT PARTICIPANTS ARE NOT RESPONSIBLE FOR EACH OTHERS’ ACTIONS, AND COMPANY SHALL TAKE NO LEGAL ACTION AGAINST NDSU OR ANY STUDENT PARTICIPANT SOLELY BASED UPON THE ACTIONS/INACTIONS OF A DIFFERENT STUDENT PARTICIPANT.**

2. **AUTHORIZED RECIPIENTS.** For purposes of this Agreement, NDSU shall be represented by the following designated representative(s):

|  |  |
| --- | --- |
| **NDSU Course Instructor**  **Attn:**  Title:  Email: | **NDSU Project Director**  (if other than Course Instructor)  **Attn:**  Title:  Email: |

3. **PURPOSE**: The Purpose of this Agreement is to protect proprietary information that the Parties may find it necessary or desirable to disclose to each other (hereinafter referred to as “Confidential Information”) in the performance of an academic project in an undergraduate, for-credit course at NDSU, which is identified as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (hereinafter referred to as “**Project**”).

4. **CONFIDENTIAL INFORMATION**. Confidential Information may include, by way of example but without limitation, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, studies, findings, ideas or inventions. Notwithstanding the foregoing, Company shall not disclose trade secrets to either NDSU or any Student Participant. Confidential Information must be disclosed in documentary or tangible form and **must** be labeled as "Confidential" or "Proprietary" at the time of disclosure. All Confidential Information furnished hereunder, and copies thereof, shall remain the property of the Disclosing Party.

5. **EXCEPTIONS**. A Recipient of Confidential Information shall be under no obligation of confidentiality with respect to any information: (a) which is, at the time of disclosure, available to the general public; (b) which becomes available to the general public at a later date through no fault of Recipient; (c) which Recipient can demonstrate by written record was in its possession prior to disclosure; (d) which is disclosed to Recipient by a third party who has the lawful right to disclose such information; (e) is disclosed with the prior written approval of the Disclosing Party; or (f) is disclosed pursuant to a North Dakota Open Records request or the order of a court, provided, however, that Recipient shall provide prompt notice of such request or requirement to the Disclosing Party to enable Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

6. **RESTRICTIONS**. Recipient may not disclose or use Confidential Information except for the Purpose of this Agreement as outlined in Article 3. No other right or license to use Confidential Information is granted hereby. Recipient shall protect Confidential Information using the same degree of care it uses to protect its own information of like nature, but in no case less than a reasonable degree of care. No Party shall be liable to the other Parties for any cost, expense or risk of liability arising out of efforts of the other Parties in connection with performance of this Agreement. Each Party to this Agreement is and shall remain independent contractors.

7. **PERMITTED DISCLOSURES**. Parties may exchange Confidential Information amongst themselves. NDSU employees and Student Participants receiving any Confidential Information shall not make any presentation or otherwise prepare any materials, reports or other documents which contain Company’s Confidential Information for their personal, non-academic use without the express written consent of Company. Notwithstanding the foregoing, Student Participants are permitted to make periodic class presentations related to the Project so long as no identifiable Confidential Information is contained in said presentation.

8. **TERM**. All disclosures of Confidential Information shall be completed within one (1) year from the Effective Date. The Recipient’s obligations hereunder shall automatically expire two (2) years from the Effective Date.

9. **TERMINATION**. This Agreement may be terminated by any Party by giving written notice to the other Parties. Termination of this Agreement by an individual Student Participant shall not affect the rights and obligations of remaining Student Participants or NDSU. Early termination of this Agreement shall not affect the rights and obligations hereunder with respect to Confidential Information, which will continue for a period of two (2) years from the Effective Date.

10. **RETURN OF CONFIDENTIAL INFORMATION**. Upon written request, all Confidential Information shall be returned to Disclosing Party or destroyed. Recipient shall furnish the Disclosing Party written notice certifying destruction. Notwithstanding the foregoing, any Party may retain one (1) archival copy of Confidential Information for the sole purpose of monitoring its ongoing obligations under this Agreement.

11. **NOTICES.** All notices, requests, demands and other communications required under this Agreement must be made in writing and transmitted to the designated representatives below. Any change of representative shall be made only upon written notice to the other Parties.

|  |  |
| --- | --- |
| **NDSU – *Notice Address***  **Attn: Joycelyn Lucke**  Title: Assistant Director  Business Development  Address: 1715 NDSU Research Park Dr.  Fargo, ND 58102  Email: Joycelyn.Lucke@NDSU.edu | **Company – *Notice Address***  **Attn:**  Title:  Address:  Email: |

“Notice” herein shall not include notice of claims for money damages or other legal proceeding against NDSU or the State of North Dakota, which shall instead be governed by applicable law.

12. **EXPORT CONTROLS.** All Parties must comply with all applicable U.S. export control laws and regulations. For purposes of this Agreement, Company shall not disclose any export controlled information to NDSU or any Student Participant.

13. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota.

14. **FERPA PERMITTED DISCLOSURES**.  The 1974 Family Educational Rights and Privacy Act (FERPA)is a federal law (20 U.S.C. 1232g) that protects the privacy of each student’s educational record.  Student Participants hereby consent to NDSU’s release of the following educational records to Company: notes, drawings, cad files, research and other data recorded during student’s participation in the Project; prototypes developed under Project; written reports related to Project, including the final report of Project activities; and other project deliverables as stated in the Academic Project Proposal.  Despite any Student Participant’s previous election to opt of sharing directory information, Student Participant hereby consents to the release of directory information to Company.

15. **MISCELLANEOUS.** This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each Party hereto. This Agreement may be executed in counterparts, including facsimile or scanned documents, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth herein shall nonetheless remain in full force and effect. In the event of conflict between this Agreement and the Company Academic Project Agreement, the later shall prevail.

16. **ACCEPTANCE.** By the signatures below of officials authorized to commit the parties to this Agreement, Company, NDSU and Student Participants agree to all the above terms and conditions, as of the Effective Date written above.

North Dakota State University Company

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

By: Joycelyn Lucke By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Assistant Director, Business Development Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**STUDENT PARTICIPANTS**

(signing as Parties to the Agreement as defined in Article 1)

**As a Student Participant, I hereby state that I am at least 18 years of age\* and that I have read and understand the terms of this Agreement and I agree to abide by such.**

Signature: Signature:

Name (Printed): Name (Printed):

Address: Address:

Address: Address:

Date: Date:

Signature: Signature:

Name (Printed): Name (Printed):

Address: Address:

Address: Address:

Date: Date:

Signature: Signature:

Name (Printed): Name (Printed):

Address: Address:

Address: Address:

Date: Date:

**Acknowledgement by Project/Program Director and/or Course Instructor (as applicable).**

I have read this Agreement and understand the terms and my obligations hereunder:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Project/Program Director Title: Course Instructor

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

**\*NOTICE: Any student that is under the age of 18 at the time this *Non-Disclosure Agreement* is submitted must also have a parent/guardian accept the contract terms and conditions by completing this page of the assignment contract.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As the parent/guardian of an above-noted student, I assert that I have read, understand and hereby agree to the terms and conditions of this ***Non-Disclosure Agreement for Academic Project*** for my student’s participation in the Project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Minor Student Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_