

confidentiality language included

**CARNEGIE MELLON UNIVERSITY (“Carnegie Mellon”)
EDUCATIONAL PROJECT AGREEMENT (“Agreement”)**

Course title, campus location, semester & year (“Course”): **[INSERT INFORMATION]**

Effective date (“Effective Date”): **[INSERT DATE]**

End date of Agreement (“End Date”): **[INSERT DATE]**

Brief description of Course project idea (includes any materials to be supplied by and/or planned involvement of Course Sponsor) (“Course Project”): See Attachment A

Financial contribution (if applicable) toward Course Project costs (“Contribution”): **[INSERT DOLLAR AMOUNT]**

* * * * *

1. *Parties to this Agreement.* The Parties to this Agreement are:

Students in the Course who elect to participate in the Course Project by signing the form of “Participation Agreement” attached as Attachment B (collectively, the “Students”);

Carnegie Mellon; and Course

Sponsor.

In this Agreement each may be called a “**Party**” and together they may be called “**Parties.**”

2. *Purpose.* Carnegie Mellon appreciates the Course Sponsor’s willingness to suggest project ideas for Carnegie Mellon’s students and is excited to offer the ability for its students to participate in the Course Project described above. This Agreement documents the terms under which the Course Project will be conducted, including the rights and responsibilities of the various Parties.
3. *Ownership.* Students will retain ownership of the coursework they prepare and submit to the Course professors and/or other instructors (together the “Professors”) as part of the Course (the “Student Work Product”). Any materials provided by Course Sponsor for the Course Project will remain owned by Course Sponsor and may only be used by the Students and Carnegie Mellon for the Course Project unless otherwise permitted by Course Sponsor.
4. *Obligations of Carnegie Mellon and Professor(s).* Carnegie Mellon will provide to Course Sponsor copies of any and all Participation Agreements that have been signed by Students so that Course Sponsor is aware of all Parties to this Agreement. Carnegie Mellon will also provide (or cause the Students to provide) the Course Sponsor with copies of any and all Student Work Product within thirty (30) days after the Course ends. Carnegie Mellon also agrees to execute a confidentiality agreement for its Professor(s) in the form attached as Attachment C.
5. *Obligations of Students.* Provided Course Sponsor has fully paid Carnegie Mellon as contemplated under this Agreement, Each Student hereby grants to Course Sponsor a perpetual, non-exclusive, worldwide, royalty-free license to copy, modify, use, translate, publish and distribute his/her Student Work Product. Each Student also grants to Carnegie Mellon a perpetual, non-exclusive, worldwide, royalty-free license to publicly perform, publicly display, modify, create derivatives of and otherwise use for academic,

educational, administrative or research purposes (a) any and all Student Work Product, and (b) any and all Recordings (as defined below). Each Student also understands and agrees to abide by the confidentiality obligations in his/her Participation Agreement, which are incorporated into this Agreement by reference and made for the benefit of Course Sponsor.

6. *Obligations of Course Sponsor.* Course Sponsor must pay the Contribution specified above within thirty (30) days this Agreement is last signed below and will also provide any and all materials and/or support for the Course Project specified in the description of the Course Project above and set out in Attachment A to this Agreement prior to the commencement of the Course. All payments must be made in U.S. Dollars either by check to “Carnegie Mellon University” or by wire transfer. Checks should be mailed to: Carnegie Mellon University, Financial Services, P.O. Box 371032, Pittsburgh, PA 15250-7032. Wire transfer information will be provided to Course Sponsor upon request. Sponsor will also provide any and all materials and/or support for the Course Project specified in the description of the Course Project above. Therefore, Course Sponsor hereby grants to Students and to Carnegie Mellon a non-exclusive right to access, use, modify, copy, and create derivative works of any information, data, and/or materials (including copyrighted works) provided by the Course Sponsor solely for use in connection with the Course Project. Course Sponsor shall endeavor to disclose only that Confidential Information (as defined in Attachments B and C), if any, necessary to carry out the Course Project. Course Sponsor further agrees that any Confidential Information provided shall not contain any personally or individually identifiable information

In addition, Course Sponsor understands and agrees that it will be given access to materials prepared as part of an educational course. If Course Sponsor elects to make use of any such materials, Course Sponsor understands that it is at Course Sponsor’s sole risk and that neither the Students nor Carnegie Mellon can be responsible for the consequences of such use. As a result, Course Sponsor agrees to defend, indemnify and hold harmless Carnegie Mellon, its trustees, officers, employees, Students, attorneys and agents (“**Carnegie Mellon Parties**”) from and against any and all liability, damage, loss or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon any or all Carnegie Mellon Parties in connection with any claim, suit action or demand arising out of or related to any exercise of the rights and licenses granted or provided to Course Sponsor under this Agreement (including the license to the Student Work Product). This indemnity will apply to claims under any theory of liability (including but not limited to actions in the form of tort, warranty, or strict liability, or violation of any law) and regardless of whether such action has any factual basis.

7. *Disclaimers.* ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED PURSUANT TO THIS AGREEMENT (INCLUDING ANY STUDENT WORK PRODUCT), ARE GRANTED AND/OR PROVIDED ON AN “AS IS” BASIS. NO PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATERIALS PROVIDED BY IT, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERAL NATURE OF THE PRIOR SENTENCE, NEITHER CARNEGIE MELLON NOR ANY STUDENT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS WITH RESPECT TO THE STUDENT WORK PRODUCT. COURSE SPONSOR IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CARNEGIE MELLON OR ANY STUDENT RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED AND/OR PROVIDED TO IT PURSUANT TO THIS AGREEMENT. NEITHER CARNEGIE MELLON NOR ANY STUDENT SHALL BE LIABLE TO

COURSE SPONSOR OR ANY THIRD PARTY FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT), EVEN IF CARNEGIE MELLON OR THE STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

8. *Miscellaneous.*

- 8.1. The term of this Agreement will begin as of the Effective Date and end on the End Date unless sooner terminated as permitted under this Agreement. The actual Course Project will be conducted during the scheduled Course dates and times, which may be different than the Effective Date and/or End Date of this Agreement.
- 8.2. Each Party agrees that it will not use the name, trademark, or other identifier of any other Party for any advertising, promotion, or other commercially related purpose in connection with this Agreement except with the prior written approval of the relevant Party. For clarification, the Parties agree that Students may however include information about this Course Project and/or Course Sponsor's sponsorship of it on the Students' respective resumes, portfolios, or other materials describing the Students' experience, provided that they do not reveal any Confidential Information in violation of this Agreement.
- 8.3. Carnegie Mellon (and/or individual Students, as permitted by Carnegie Mellon) may make audio and/or video recordings of the work performed by them and/or their participation during the Course (the "**Recordings**"). Students (and Course Sponsor, to the extent it is present when recordings are being made) hereby agree that such Recordings may be made and agree that Carnegie Mellon (and the recording Student, as applicable) shall have the perpetual, irrevocable, worldwide right and license to publish, reproduce, exhibit, distribute, broadcast, edit and/or digitize the Recordings in whatever form for Carnegie Mellon's and/or the recording Student's academic, promotional, publicity, or research purposes relating to the Course and/or similar educational projects. However, this Section is not intended to permit Carnegie Mellon or any Student to release any Confidential Information in violation of this Agreement.
- 8.4. Unless otherwise indicated elsewhere in this Agreement, no Party to this Agreement may assign or transfer any rights or obligations from this Agreement without the prior written consent of the other Parties. Any attempted assignment in violation of this Section will be null and void.
- 8.5. Unless otherwise indicated elsewhere in this Agreement, all notices and communications in connection with this Agreement will be addressed to the Carnegie Mellon and Course Sponsor officials who sign this Agreement at the addresses noted below the signature lines, and to the Students at the addresses they list on their respective Participation Agreements.
- 8.6. Carnegie Mellon may terminate this Agreement by giving at least five (5) days prior written notice to Course Sponsor in the event (a) Course Sponsor fails to pay the Contribution by the timeframe required or otherwise breaches the Agreement (and such failure or breach is not fully cured within such 5-day timeframe); or (b) the Course is canceled for any reason; or (c) the Professors, in their discretion, have determined that the Course Project is not able to continue because one or more Students withdrew from and/or dropped the Course and/or were reassigned to another Course project. Course Sponsor may terminate this Agreement by giving at least five (5) days prior written notice to Carnegie Mellon in the event Carnegie Mellon does not conduct the Course or otherwise breaches this Agreement (and such breach is not fully cured within such 5-day timeframe). In the event that Carnegie Mellon elects to terminate this Agreement due to

Course Sponsor's nonpayment or breach of this Agreement, Course Sponsor forfeits the license rights otherwise granted to it under Section 5 above. Any Students may withdraw from and/or drop the Course as permitted by Carnegie Mellon practices and policies, provided that any and all Student Work Product provided to Carnegie Mellon by such Student prior to withdrawal may be used by Carnegie Mellon and Course Sponsor consistent with the terms of this Agreement. In addition, Carnegie Mellon may re-assign students in the Course to different projects in the event the Professors determine that such re-assignment is necessary or desirable to fulfill the goals of the Course (provided that any students who are newly assigned to this Course Project must sign a Participation Agreement in the form of Attachment B). Course Sponsor understands and agrees that Carnegie Mellon cannot guarantee that any specific Carnegie Mellon students will participate in the Course Project and/or that the same Students will be involved in the Course Project during the entire term. Any provision which by its nature would naturally survive the expiration or termination of this Agreement will do so (including but not limited to indemnification obligations).

- 8.7. Any amendments to this Agreement must be in writing and signed by authorized representatives of Carnegie Mellon and Course Sponsor (and, to the extent such amendments affect the rights or obligations of any Students, also by such Students). Without limiting the general requirements for amendments listed in the prior sentence, during the term of this Agreement Course Sponsor shall not provide any other agreements to the Students relating to the subject matter of this Agreement without first obtaining from Carnegie Mellon's Office of Sponsored Programs written consent to provide such agreements to the Students.
- 8.8. Nothing contained in this Agreement shall prevent either Course Sponsor, Carnegie Mellon or any Student from entering into projects with third parties which are similar to the Course Project, or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, technologies or products which are similar to and competitive with intellectual property resulting from the Course Project.
- 8.9. If any portion of this Agreement is determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law, then the rest of the Agreement will remain in effect and the parties will substitute a suitable and equitable provision for the invalid/unenforceable provision in order to carry out the original intent and purpose of the original Agreement.
- 8.10. In all matters relating to this Agreement, the Parties are acting as independent contractors and no Party will represent that it has any authority to assume or create any obligation or warranty on behalf of the other Parties and/or to represent the other Parties as agent, employee or in any other capacity.
- 8.11. The section headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 8.12. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such

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courts and waives any objection which such party may have to the laying of venue in any such courts.

8.13. This Agreement and the executed Participation Agreements constitute the entire agreement among the Parties and supersede all previous agreements and understandings relating to the subject matter of this Agreement.

Intending to be legally bound, the Students, Course Sponsor and Carnegie Mellon agree to the terms and conditions of this Agreement as of the Effective Date.

COURSE SPONSOR:

By: _____

Name: _____

Title: _____

Date: _____

Address for notices:

Address for invoices:

E-mail address for invoices:

CARNEGIE MELLON UNIVERSITY:

By: _____

Name: _____

Title: _____

Date: _____

Address for notices:

5000 Forbes Ave.
Pittsburgh, PA 15213
Attn: Office of Sponsored Programs

If using an overnight delivery service:

Carnegie Mellon University
4802 Fifth Avenue
WQED Building, Left side Entrance
Pittsburgh, PA 15213

Attachment A – Course Project Description
Attachment B – Form of Participation Agreement
Attachment C – Form of Confidentiality Agreement

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Attachment A – Course Project Description

[INSERT DESCRIPTION]

Descriptions should be detailed enough for all parties to understand what is occurring throughout the Course. However, there should be *no references* to deliverables; promised outcomes; stated specifications (certain functionality, performance criteria, etc.); milestones/deadlines/hard schedules; or language that allows the Course Sponsor to determine the scope/details of the project.

Additionally, projects that are specific to existing Course Sponsor proprietary products or services and/or confidential information draw a fine line between what is and is not appropriate for the Course setting. Student work should have general utility/applicability without being inextricably intertwined with the Course Sponsor's proprietary goods/services/confidential info.

HINT: if the topic/scope looks like vendor/consulting work, it is probably inappropriate for a Course Project setting.

Data, information, and/or materials to be provided by Course Sponsor (if none, insert “none” or “N/A”): **[PROVIDE ANSWER]**

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Attachment B – Form of Participation Agreement

PARTICIPATION AGREEMENT

Course title, campus location, semester & year (“**Course**”): **[INSERT INFORMATION]**

Company name (“**Course Sponsor**”): **[ORGANIZATION NAME]**

As a part of the Course, you have the opportunity to participate in an educational project suggested by the Course Sponsor listed above.

Terms of the Educational Project Agreement.

BY SIGNING THIS FORM, YOU HEREBY AGREE TO BE LEGALLY BOUND AS A “STUDENT” TO THE TERMS AND CONDITIONS OF THE EDUCATIONAL PROJECT AGREEMENT ATTACHED TO AND INCORPORATED INTO THIS PARTICIPATION AGREEMENT. PLEASE READ THE EDUCATIONAL PROJECT AGREEMENT CAREFULLY BEFORE YOU DECIDE WHETHER TO SIGN THIS PARTICIPATION AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT AND INCLUDES OBLIGATIONS YOU MUST FULFILL (INCLUDING THOSE IN THE ATTACHED EDUCATIONAL PROJECT AGREEMENT). IF YOU SIGN THIS AGREEMENT AND THEN DO NOT ABIDE BY YOUR OBLIGATIONS, YOU COULD FACE LEGAL ACTION (INCLUDING BY THE COURSE SPONSOR).

Confidentiality Terms.

YOU ALSO UNDERSTAND THAT THE COURSE PROJECT MAY REQUIRE YOU TO HAVE ACCESS TO CERTAIN CONFIDENTIAL INFORMATION OF THE COURSE SPONSOR, AND THAT BY SIGNING THIS DOCUMENT YOU AGREE TO THE CONFIDENTIALITY TERMS ATTACHED TO AND INCORPORATED INTO THIS PARTICIPATION AGREEMENT. THESE CONFIDENTIALITY TERMS ARE MADE FOR THE BENEFIT OF THE COURSE SPONSOR. THIS MEANS THE COURSE SPONSOR CAN TAKE LEGAL ACTION AGAINST YOU IF YOU DO NOT FOLLOW THESE CONFIDENTIALITY TERMS.

Intellectual Property Terms.

STUDENTS TRADITIONALLY RETAIN COMPLETE OWNERSHIP AND CONTROL OF THE WORK THEY CREATE IN THE CLASSROOM – HOWEVER, IF YOU SIGN THIS FORM AND CHOOSE TO PARTICIPATE IN THE COURSE PROJECT, YOU WILL BE GRANTING CERTAIN RIGHTS AND LICENSES TO YOUR COURSEWORK (AS MORE FULLY DESCRIBED IN THE ATTACHED EDUCATIONAL PROJECT AGREEMENT).

IF YOU DO NOT WISH TO PARTICIPATE IN THE COURSE PROJECT AND/OR DO NOT AGREE WITH THE TERMS CONTAINED IN THIS DOCUMENT AND THE ATTACHED EDUCATIONAL PROJECT AGREEMENT, YOU DO NOT HAVE TO SIGN THIS DOCUMENT. YOU MAY PERFORM AN ALTERNATIVE PROJECT AS DIRECTED BY THE PROFESSORS IN ORDER FOR YOU TO FULFILL YOUR COURSE REQUIREMENTS.

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By signing below, you represent and warrant that you are at least 18 years old.

STUDENTS:

By: _____

Printed Name: _____

Date: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Permanent (Home) Address:

By: _____

Printed Name: _____

Date: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Permanent (Home) Address:

By: _____

Printed Name: _____

Date: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Permanent (Home) Address:

By: _____

Printed Name: _____

Date: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Permanent (Home) Address:

By: _____

Printed Name: _____

Date: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Permanent (Home) Address:

By: _____

Printed Name: _____

Date: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Permanent (Home) Address:

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Participation Agreement Confidentiality Terms Attachment

The Course Sponsor may be providing and/or making available certain confidential or proprietary information to you, your Professor(s) and the other Students participating the Course Project for use in connection with the Course Project.

The terms below describe your confidentiality obligations. By signing the participation Agreement, you are agreeing to these terms for the benefit of the Course Sponsor. That means the Course Sponsor has the right to bring legal action against you if you do not follow these terms.

1. What will be disclosed? During the Course Project, you may be given or have access to certain Course Sponsor information and materials. The Course Sponsor does not want you to disclose these items except as permitted below.
2. Which information needs to be kept confidential? Any information that the Course Sponsor would like to be considered “**Confidential Information**” and covered by these terms must be clearly marked or designated as “confidential” as follows:
 - For any materials that are in tangible form (written materials, sample products, etc.), they must be physically marked or stamped “confidential.”
 - For any information that the Course Sponsor would like to be considered Confidential Information that is disclosed to you in a conversation, shown to you visually, or provided to you electronically, the Course Sponsor must tell you at the time of disclosure that the information should be considered Confidential Information AND then within 20 days following disclosure the Course Sponsor must provide you a written memorandum marked “confidential” that confirms in writing the specific oral, visual, and/or electronic information they would like you to consider Confidential Information.

Any information provided to you by Course Sponsor that is not marked or designated as “confidential” as indicated above will NOT be considered Confidential Information and does NOT have to be kept confidential by you under these terms.

3. Exceptions. Sometimes certain information accessed by or provided to you will not be considered Confidential Information under these terms even if it is marked or designed as “confidential.” “Confidential Information” does NOT include information that:
 - a) was publicly available at the time it is disclosed to or accessed by you;
 - b) becomes publicly available after it is accessed by or disclosed to you (as long as it did not become publicly available because you did not abide by your obligations under this confidentiality terms);
 - c) was already known to you and/or in your possession at the time it was accessed by or disclosed to you;
 - d) is developed by you independently without use of or reference to the information designated “confidential” that is disclosed to you by the Course Sponsor;
 - e) is disclosed by the Course Sponsor to someone else without the Course Sponsor asking them to keep it confidential; or
 - f) is obtained by you from someone other than the Course Sponsor without you

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being asked to keep it confidential, and the person/entity from whom you obtained the information was not under an obligation to keep it confidential.

4. What can I do with Confidential Information and to whom may I show it? You may use the Confidential Information only in connection with the Course Project. You agree to take reasonable steps to prevent others from having access to the Confidential Information. Provided you are taking those steps to protect the information, you will not be liable for the inadvertent or accidental disclosure of the Confidential Information.

Except as provided in the following paragraph, you may not disclose Confidential Information to anyone except to the Professor(s) or other Students participating in the Project who have also signed non-disclosure agreements with the Course Sponsor.

In the event that any Confidential Information is required to be disclosed by any governmental agency or otherwise required to be disclosed by law (i.e., you receive a subpoena asking that you disclose certain of the Confidential Information), you can disclose it without violating your confidentiality obligations under these terms. However, before disclosing it you must give the Course Sponsor reasonable prior written notice that you are being required to disclose the information. This notice should be addressed to the Course Sponsor using the address listed on the signature page of the Educational Project Agreement.

5. How long do I need to keep the information confidential? You must keep the Confidential Information confidential under these terms for a period of two (2) years from the date the information is disclosed to you. However, you can disclose it sooner if either (a) the Course Sponsor provides written approval for you to disclose it, or (b) it no longer falls under the definition of Confidential Information (for example, if the information becomes publicly available and therefore falls under one of the exceptions in Section 3 above), except if the reason it no longer falls under the definition is because you did not abide by your obligations under these terms (for example, you would not be able to post the Confidential Information on your web site in violation of these terms and then argue it is now publicly available and not subject to confidentiality obligations).
6. Who owns the Confidential Information? All Confidential Information disclosed by the Course Sponsor remains the property of the Course Sponsor. At the end of the Course Project, you must destroy your copies of the Confidential Information unless the Course Sponsor instead requests that you give them back to the Course Sponsor. You must also erase any electronic copies of the Confidential Information you may have. You understand and agree that just because the Course Sponsor is allowing you to use its Confidential Information in conjunction with the Course Project, it does not mean that you are granted any intellectual property rights or licenses in the Confidential Information.
7. What can happen if the Confidential Information is improperly disclosed? If you disclose the Confidential Information in violation of these terms, it could result in irreparable injury to the Course Sponsor, and a monetary award may not be enough to fully compensate the Course Sponsor for its losses. Therefore, you agree that in the event that you do not abide by your obligations under these terms (or the Course Sponsor has reason to believe that you are going to breach your obligations), the Course Sponsor can go to court and seek an injunction prohibiting you from any continuing breaches or ask for other equitable relief from the court. Seeking an injunction is in addition to any other legal relief available to the Course Sponsor (such as taking action against you for failing to abide by these terms).
8. Can I transfer my rights under these confidentiality terms to someone else? You may not assign or transfer any rights given to you under the Participation Agreement (including these terms) to anyone without first getting written permission from the Course Sponsor. For example, if you sign the Participation Agreement, receive Confidential Information from the Course Sponsor,

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and then you drop the Course, you may not pass your Confidential Information and a copy of these terms to a student who enrolls in the Course in your place.

9. Can the Course Sponsor later give me additional restrictions on my use of their information after I've already taken receipt of it? The provisions of these confidentiality terms can only be changed if you, Carnegie Mellon and the Course Sponsor agree in writing. These confidentiality terms are the entire agreement between you and the Course Sponsor regarding its Confidential Information and it supersedes any prior agreements, understanding or discussions with respect to the Confidential Information.
10. If the Course Sponsor and I have a disagreement regarding these confidentiality terms, how will it be solved? These confidentiality terms and any disputes relating to them will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or claim arising out of or relating to this Agreement will be settled by arbitration in Pittsburgh, Pennsylvania in accordance with the rules of the American Arbitration Association and judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This arbitration provision does not limit the right of the Course Sponsor to go to court and seek an injunction as described in Section 7 above.
11. Will these confidentiality obligations affect my ability to use the work product I develop under the Course Project? Consistent with the Participation Agreement between you and Carnegie Mellon relating to the Course Project, you will keep ownership to your work product developed under the Course Project (although you are providing certain license rights to your work as described in the Educational Project Agreement). Therefore, you are free to use or disclose your work product however you wish PROVIDED THAT you do not disclose or release any Confidential Information. For example, if any of your work includes any of the Course Sponsor's Confidential Information, you will need to either remove the Confidential Information or get written permission from the Course Sponsor before you disseminate it.

end of confidentiality terms

Attachment C – Form of Confidentiality Agreement
NON-DISCLOSURE ACKNOWLEDGMENT

Course: [COURSE NAME]

Term: [INSERT TERM]

Course Sponsor: [ORGANIZATION NAME]

The Course Sponsor may be providing and/or making available certain confidential or proprietary information to Carnegie Mellon's Professor(s) and the Students under the Educational Project Agreement dated [REDACTED] between Carnegie Mellon University and the Course Sponsor ("**Educational Project Agreement**"). Carnegie Mellon is executing this Non-Disclosure Acknowledgment to cover any Confidential Information (as defined below) to which its professors may have access under the Educational Project Agreement. Students are separately agreeing to confidentiality obligations under their respective participation agreements.

As used in this Acknowledgment, the term "**you**" and "**your**" refers to Carnegie Mellon University. Any capitalized terms that are not otherwise defined in this Acknowledgment shall have the same meaning given to them in the Educational Project Agreement.

The terms below describe your confidentiality obligations. By signing this Acknowledgment, you are agreeing to these terms for the benefit of the Course Sponsor. That means the Course Sponsor has the right to bring legal action against you if you do not follow these terms.

1. What will be disclosed? During the Course Project, you (through your professors teaching the Course) may be given or have access to certain Course Sponsor information and materials. The Course Sponsor does not want you to disclose these items except as permitted below.
2. Which information needs to be kept confidential? Any information that the Course Sponsor would like to be considered "**Confidential Information**" and covered by these terms must be clearly marked or designated as "confidential" as follows:
 - For any materials that are in tangible form (written materials, sample products, etc.), they must be physically marked or stamped "confidential."
 - For any information that the Course Sponsor would like to be considered Confidential Information that is disclosed to you in a conversation, shown to you visually, or provided to you electronically, the Course Sponsor must tell you at the time of disclosure that the information should be considered Confidential Information AND then within 20 days following disclosure the Course Sponsor must provide you a written memorandum marked "confidential" that confirms in writing the specific oral, visual, and/or electronic information they would like you to consider Confidential Information.

Any information provided to you by Course Sponsor that is not marked or designated as "confidential" as indicated above will NOT be considered Confidential Information and does NOT have to be kept confidential by you under these terms.

3. Exceptions. Sometimes certain information accessed by or provided to you will not be considered Confidential Information under these terms even if it is marked or designed as "confidential." Confidential Information does NOT include information that:
 - a) was publicly available at the time it is disclosed to or accessed by you;

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- b) becomes publicly available after it is accessed by or disclosed to you (as long as it did not become publicly available because you did not abide by your obligations under this confidentiality terms);
- c) was already known to you and/or in your possession at the time it was accessed by or disclosed to you;
- d) is developed by you independently without use of or reference to the information designated as “confidential” that is disclosed to you by the Course Sponsor.
- e) is disclosed by the Course Sponsor to someone else without the Course Sponsor asking them to keep it confidential; or
- f) is obtained by you from someone other than the Course Sponsor without you being asked to keep it confidential, and the person/entity from whom you obtained the information was not under an obligation to keep it confidential.

4. What can you do with Confidential Information and to whom may I show it? You may use the Confidential Information only in connection with the Course Project. You agree to take reasonable steps to prevent others from having access to the Confidential Information. Provided you are taking those steps to protect the information, you will not be liable for the inadvertent or accidental disclosure of the Confidential Information.

Except as provided in the following paragraph, you may not disclose Confidential Information to anyone except to the other Professor(s) or to the Students participating in the Project who have also signed non-disclosure agreements with the Course Sponsor.

In the event that any Confidential Information is required to be disclosed by any governmental agency or otherwise required to be disclosed by law (i.e., you receive a subpoena asking that you disclose certain of the Confidential Information), you can disclose it without violating your confidentiality obligations under these terms. However, before disclosing it you must give the Course Sponsor reasonable prior written notice that you are being required to disclose the information. This notice should be addressed to the Course Sponsor using the address listed on the signature page of the Educational Project Agreement.

5. How long do you need to keep the information confidential? You must keep the Confidential Information confidential under these terms for a period of two (2) years from the date the information is disclosed to you. However, you can disclose it sooner if either (a) the Course Sponsor provides written approval for you to disclose it, or (b) it no longer falls under the definition of Confidential Information (for example, if the information becomes publicly known and therefore falls under one of the exceptions in Section 3 above), except if the reason it no longer falls under the definition is because you did not abide by your obligations under these terms (for example, you would not be able to post the Confidential Information on your web site in violation of these terms and then argue it is now publicly available and not subject to confidentiality obligations).
6. Who owns the Confidential Information? All Confidential Information disclosed by the Course Sponsor remains the property of the Course Sponsor. At the end of the Course Project, you must destroy your copies of the Confidential Information unless the Course Sponsor instead requests that you give them back to the Course Sponsor. You must also erase any electronic copies of the Confidential Information you may have. You understand and agree that just because the Course Sponsor is allowing you to use its Confidential Information in conjunction with the Course Project, it does not mean that you are granted any intellectual property rights or licenses in the Confidential Information.

confidentiality language included

7. What can happen if the Confidential Information is improperly disclosed? If you disclose the Confidential Information in violation of these terms, it could result in irreparable injury to the Course Sponsor, and a monetary award may not be enough to fully compensate the Course Sponsor for its losses. Therefore, you agree that in the event that you do not abide by your obligations under these terms (or the Course Sponsor has reason to believe that you are going to breach your obligations), the Course Sponsor can go to court and seek an injunction prohibiting you from any continuing breaches or ask for other equitable relief from the court. Seeking an injunction is in addition to any other legal relief available to the Course Sponsor (such as taking action against you for failing to abide by these terms).
8. Can you transfer my rights under these confidentiality terms to someone else? You may not assign or transfer this Acknowledgment to anyone without first getting written permission from the Course Sponsor.
9. Can the Course Sponsor later give you additional restrictions on my use of their information after you've already taken receipt of it? The provisions of these confidentiality terms can only be changed if you and the Course Sponsor agree in writing. These confidentiality terms are the entire agreement between you and the Course Sponsor regarding its Confidential Information and it supersedes any prior agreements, understanding or discussions with respect to the Confidential Information.
10. If the Course Sponsor and you have a disagreement regarding these confidentiality terms, how will it be solved? These confidentiality terms and any disputes relating to them will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or claim arising out of or relating to this Agreement will be settled by arbitration in Pittsburgh, Pennsylvania in accordance with the rules of the American Arbitration Association and judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This arbitration provision does not limit the right of the Course Sponsor to go to court and seek an injunction as described in Section 7 above.
11. Will these confidentiality obligations affect your ability to use the Students' work product developed under the Course Project? Consistent with the Educational Project Agreement, you may have certain license rights to use the Student Work Product. Therefore, you are free to use the Work Product consistent with such license PROVIDED THAT you do not disclose or release any Confidential Information. For example, if any of the work includes any of the Course Sponsor's Confidential Information, you will need to either remove the Confidential Information or get written permission from the Course Sponsor before you disseminate it.

By signing below, you hereby agree to these confidentiality terms for the benefit of Course Sponsor as of the date the Course begins.

CARNEGIE MELLON UNIVERSITY

By: _____

Name: _____

Title: _____

confidentiality language included

Carnegie Mellon Professors:

I understand that Carnegie Mellon is agreeing to treat the Course Sponsor's Confidential Information as described in this Acknowledgment. As a Carnegie Mellon employee that may be accessing the Confidential Information, I confirm that I have read and will abide by these terms so that Carnegie Mellon is able to comply with its obligations to Course Sponsor under this Acknowledgment.

Name: [**COURSE PROFESSOR NAME**]

Name: [**FACULTY ADVISOR NAME**]