

**Rochester Institute of Technology
NON-DISCLOSURE AGREEMENT**

This **NON-DISCLOSURE AGREEMENT** is entered into between Rochester Institute of Technology, One Lomb Memorial Drive, Rochester, New York 14623-5604 ("RIT") on behalf of _____ <division at RIT> and _____ <student name>
_____ residing at _____ <student address>
_____, ("*insert student's last name here*").

WHEREAS, RIT is the owner of certain technology and other Confidential Information (defined below). and RIT wishes to disclose certain Confidential Information to <Student> for the purpose of <Student> evaluating and determining whether to participate in a class project which will require utilization of such Confidential Information.

NOW, THEREFORE in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. "Confidential Information" under this Agreement means all confidential and proprietary information delivered to <Student> by RIT in oral, written, graphic, or electronic form and which RIT considers to be confidential and proprietary on the following subject(s):
_____. Confidential Information which is first disclosed orally or visually shall be identified in writing as such within fourteen (14) days of disclosure and provided by RIT to <Student>.
2. Promptly after execution of this Agreement, RIT shall disclose the Confidential Information to <Student> for the sole purpose of the evaluation and determination by <Student> as to whether <Student> desires to participate in a class project which will require utilization of such Confidential Information. Participation in such class project will require entering into a separate Non-Disclosure Agreement that will cover actual participation in the project.
3. The Confidential Information shall remain the exclusive property of RIT, and <Student> shall not use it except to evaluate it as contemplated by this Agreement. RIT and <Student> each reserve to themselves all their respective inventions, patents, copyrights, and other proprietary rights and interests, and, except for <Student>'s limited right of evaluation, neither grants the other any express or implied rights, or licenses under this Agreement. Any such rights or licenses shall be the subject of a separate agreement, but nothing herein requires either party to enter into such an agreement.
4. <Student> shall keep the Confidential Information in strict trust and confidence after the date of this Agreement and shall not disclose same to any other person.
5. The confidentiality obligations shall not apply to Confidential Information (a) already in the possession of <Student> prior to its receipt from RIT; (b) that is or becomes public knowledge otherwise than as a result of the breach of any obligation in this Agreement; or (c) which is hereafter disclosed to <Student> by a third party without restriction and without a known duty of confidentiality to RIT.
6. This Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, and, unless sooner terminated, shall automatically terminate two (2) months from the effective date hereof. However, the obligation to protect the Confidential Information shall survive

for three (3) years from the date of termination of this Agreement.

7. This Agreement contains the entire agreement between parties with respect to its subject matter. No changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of RIT and <Student>.
8. This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute which cannot be amicably settled shall be the State and federal courts located in Monroe County, and the parties consent to the exclusive jurisdiction of such courts in such event.

The parties have signed this Agreement and it is effective as of the last date written below.

_____	_____
<insert Student's name>	ROCHESTER INSTITUTE OF TECHNOLOGY
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____