**Student Course Project Limited Use and**

**Non-Disclosure Agreement**

This Student Course Project Limited Use and Non-Disclosure Agreement (“Agreement”) is executed by the undersigned Rochester Institute of Technology (“RIT”) student with respect to the course project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with Rochester Institute of Technology, a not for profit corporation (“Company”). This Agreement is made pursuant to RIT Intellectual Property Policy C03.0 and is intended to be consistent with sections C03.0 1.V.B.2. In the event of a conflict between this Agreement and RIT Intellectual Property Policy C03.0 (<http://www.rit.edu/academicaffairs/policiesmanual/c030>), the RIT Intellectual Property Policy shall govern.

I, the undersigned, am a student enrolled with RIT and I desire to participate in a course project at RIT that will benefit the Company (“Project”). In consideration for my participating in the Project, I agree to the following:

1. **Assignment of Rights of Limited Use.** To the extent that I develop any information, inventions, or materials in connection with my participation in the Project (“Project IP”), I hereby assign to the Company the right to use the Project IP for internal use only. These limited rights allow the Company to enhance, maintain, and add features to the Project IP as long as the Project IP is not sold, transferred, or incorporated into another product that is sold or transferred to any third party. Project IP shall not include technical information, know how, data, processes, inventions, discoveries, improvements and works of authorship, including without limitation any and all rights in patents or patent applications, which I may own and are existing as of the date of this Agreement, or which I independently developed after the date of this Agreement.
2. **Disclosure of Intellectual Property.** I shall disclose Project IP to the Company promptly, but in no event any later than the end of the Project.
3. **Non-Disclosure.** I acknowledge that as part of my participation in the Project, the Company may disclose to me proprietary and confidential information. I do hereby agree to keep secret and confidential and not to disclose to any unauthorized person or third party for a period of three (3) years from the date of this Agreement, any proprietary, secret or confidential information of the Company that I may obtain. Any such secret and confidential information shall be clearly marked “Proprietary and Confidential”. In the event the information is disclosed to me verbally, the Company will follow up in writing within ten (10) days of the disclosure advising me of the confidential nature of the verbal communication. Furthermore, I shall use such proprietary and confidential information only during my participation in the Project and only for Company purposes. Nothing in this Agreement shall prevent me from discussing the Company’s proprietary and confidential information with my fellow students participating in or faculty advising on the Project provided that such students and faculty are bound by confidentiality obligations at least as restrictive as those set forth herein.
4. **Publishing Rights.** In the event that I seek to publish findings, in writing or orally, relating to my participation in the Project, I shall submit a draft of any proposed written submission or oral presentation to the Company at least fourteen (14) days prior to the intended submission for publication to allow the Company to review such publication for inadvertent disclosure of confidential information. The Company shall have the opportunity to request changes or additions to the proposed written submission. If any such submission or presentation discloses any confidential information of the Company, the Company shall so notify me within ten (10) days of receipt of the draft and I shall delete from such submission or presentation the confidential information identified by the Company.
5. **Project Participation.** I acknowledge that RIT and Company have the right to cancel, without penalty, my participation in the Project. I further acknowledge that I have been advised that if I chose to not participate in the Project, I will be given the opportunity to participate, without penalty, in alternative projects which do not require the signing of this Agreement, or any agreements similar to this.
6. **Governing Law, Severability and Venue.** I further agree that this Agreement shall be construed in accordance with the laws of the State of New York. If any terms or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted before the New York State Supreme Court.

I state that I am at least eighteen (18) years of age and fully competent to sign this Agreement. I understand and execute this Agreement for full, adequate, and complete consideration, fully intending to be bound by the same.

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| **RIT Student:**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Acknowledgment by Company**:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Ryne Raffaelle  Company: Rochester Institute of Technology  Title: Vice President for Research and Associate Provost  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |