

CONFIDENTIAL DISCLOSURE AGREEMENT

_____ (hereinafter referred to as DISCLOSEE), whose mailing address is _____, is willing to accept a disclosure from the following DISCLOSER(S):

[Student's Name]

[Student's Address]

(hereinafter referred to as DISCLOSER) relating to:

[Title of Student's Project]

All materials and technical information received by DISCLOSEE will be maintained in confidence by DISCLOSEE, will not be used by DISCLOSEE for any purpose other than to participate in the Senior Design Class, and will not be disclosed or otherwise made available to any other person or party without DISCLOSER's prior written consent. The confidentiality and non-use obligations of this Agreement shall not apply to:

1. information and materials which at the time of disclosure are in the public domain;
2. information and materials which, after disclosure, become part of the public domain by publication or otherwise, except by breach of this Agreement;
3. information and materials which the DISCLOSEE can establish by reasonable proof were in its possession at the time of disclosure or were subsequently and independently developed by the DISCLOSEE;
4. information and materials which the DISCLOSEE shall receive from a third party who has the right to disclose them; or
5. information and materials which are required by law to be disclosed.

DISCLOSEE and DISCLOSER have no further obligations with respect to the disclosure. DISCLOSEE's obligation not to disclose shall apply for a period of five (5) years from the latest date of signature appearing below.

All materials and information provided by DISCLOSER shall remain the property of DISCLOSER. DISCLOSEE shall not make any copies of any portion of the materials and information received by DISCLOSEE from DISCLOSER except upon prior written consent of DISCLOSER, and DISCLOSEE shall return all materials and information, including any copies made, to DISCLOSER at any time upon request by DISCLOSER.

DISCLOSEE agrees to take reasonable and appropriate measures to safeguard any materials and information received from DISCLOSER from theft, loss and negligent disclosure to others.

This Agreement may not be changed or modified or released, discharged, abandoned, or otherwise terminated in whole or in part, except by an instrument in writing signed by both DISCLOSER and DISCLOSEE.

DISCLOSEE acknowledges and understands that no patent rights or license of any kind is granted to DISCLOSEE under this Agreement and that the disclosure of materials and information by DISCLOSER does not in any way obligate DISCLOSER to grant DISCLOSEE any right in and to the disclosed materials and information. Nothing contained in this Agreement shall be construed to obligate DISCLOSER to refrain at any time from disclosing any materials or information to any third party or to refrain from entering into a similar agreement with any third party.

This Agreement shall be interpreted according to the laws of the state of Florida.

This Agreement shall be effective as of the last date of signature set forth below.

IN WITNESS whereof, the parties have executed this Agreement.

DISCLOSEE

DISCLOSER

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____