# Confidentiality Agreement

1. **Parties.** This Confidentiality Agreement (“Agreement”) is dated as of , 20 (“Effective Date”) by and between , having an address at (“Company”) and [Name of Student] (“Student”).
2. **Subject.** Company possesses certain information, including, but not limited to, (hereinafter “Disclosed Information”) developed by Company and is prepared to disclose the same to Student. Company and Student wish to protect all disclosures of proprietary, confidential or other information from Company to Student and all information contained in such Disclosed Information. All Disclosed Information provided in tangible form will be marked as confidential. If Company provides Disclosed Information by verbal communications, it shall identify the information as confidential at the time of disclosure.
3. **Purpose.** Company disclosures shall be made for the purpose of supporting Student participation in the Make A Difference Opportunity Award (“Award”). The project with Company will attempt to [brief description of project] (“Project”). During the Project, representatives of Company at times and places mutually agreed upon, will mentor and discuss the progress and results as well as ongoing plans, or changes therein, of the Project with the Student for that Project.
4. **Protection of Confidential Information.** Student shall protect all Disclosed Information it receives during the term of this Agreement by taking all reasonable steps necessary to prevent the unauthorized use, dissemination, and publication of the Disclosed Information for a period of three (3) years from the receipt thereof. During such three (3) year period, Disclosed Information may be used only for purposes expressly set forth in this Agreement.
5. **Samples.** Sample products, equipment or other items provided by Company to Student (collectively, “Samples”) shall, in each case, be deemed Disclosed Information unless Company informs Student otherwise in writing. Samples may not be analyzed to determine their composition, method of operation or method of manufacture unless Company permits Student otherwise in writing.
6. **Return of Disclosed Information.** Upon termination of this Agreement, all Disclosed Information in any form, including, without limitation, papers, documents, designs, manuals, specifications, prototypes, schematics, software, or any other materials or models, shall be returned to Company promptly upon Company’s request.
7. **Excluded Information.** This Agreement imposes no obligation upon Student with respect to any information which (a) is or becomes publicly known through no wrongful act or breach of this Agreement by Student, (b) is already known in its entirety by Student at the time of disclosure as exhibited by written records, (c) is rightfully received by Student from a third party who is not under any obligation of confidentiality to Company (d) is disclosed by Student with the written approval of Company; or (e) is required to be disclosed by law.
8. **Use of Information.** Notwithstanding the other provisions in this Agreement, Student may do the following with their work in under the Award, which may include Disclosed Information (“Award Results”): (a) provide Project update presentations to Award administrators, (b) provide a final oral presentation of Award Results to a broad public audience, such presentation may be recorded and posted to a public website, and (c) reference Student participation in Project on resume, online professional development platforms, and future interviews.
9. **Rights in Data and Reports.** Student will provide the Award Results to Company at the conclusion of the Award period. Company shall have the right to use the technical reports, data and information contained in the Award Results for research and evaluation purposes.
10. **Publication.** Student may not publish any Disclosed Information without the prior written consent of Company.
11. **Choice of Law;** Severability. This Agreement is made under and shall be construed according to the laws of the State of California without regard to its conflict of laws provisions. If any portion of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion shall be deleted and all other terms and conditions of this Agreement shall remain in full force and effect.

### Student:

Name:

Date:

### Company:

Name and Title:

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