

NON-DISCLOSURE AND INTELLECTUAL PROPERTY AGREEMENT

This Agreement is entered into on behalf of Simpson College ("College") and _____ ("Researcher /Participant") as follows:

WHEREAS, College is a private, not-for-profit educational institution, having a campus, administrative offices, and place of business at 701 N C Street, Indianola, Iowa 50125 (hereinafter referred to as "College"), and is periodically engaged in various research projects and other related endeavors: and

WHEREAS, Researcher/Participant is a registered student at, or is otherwise employed by, College and will be participating in a research project currently known or referred to as _____ (hereinafter referred to as "Project") as a researcher and worker who will be receiving compensation and/or academic credit for his or her work in connection with the Project; and

WHEREAS, in the course of performing research and work in connection with the Project, Researcher/Participant may receive information from College and visit and/or use College facilities to define, undertake, perform research, conduct, and/or otherwise perform work on the Project as part or in furtherance of the goals, objectives, and creation of the final work product and results of the Project; and

WHEREAS, College is willing to provide to Researcher/Participant access to College facilities, materials, machinery, faculty and staff, and share certain information with Researcher/Participant, and allow Researcher/ Participant to work on and participate in the Project only upon agreement to the terms and conditions set forth herein.

NOW, THEREFORE:

In return for College's permission for Researcher / Participant to work on the Project, and use of College's, materials, machinery, human capital, information, cooperation and access to College's facilities with regard to the Project, Researcher/Participant agrees on his or her own behalf as follows:

- Confidentiality.
 - Researcher/Participant agrees to maintain in strict confidence any information, including, but not limited to: data, information or technology, whether tangible or intangible, written or unwritten form, obtained from College and all information discerned by Researcher/Participant from viewing or inspecting College materials or machinery or from visiting College facilities, as well as all completed work, research, data, materials, notes, research product, work product, work in process, and inventions related to the Project, , including all copies thereof, whether contained in hard form or in removable or non-removable media, which Researcher/Participant has generated, in whole or in part, on his or her own or in conjunction with any other

person working on the Project, or to which Researcher / Participant has access (hereinafter referred to as “Confidential Information”). Researcher/Participant agrees not to disclose any Confidential Information to persons other than those currently supervising or working jointly with Researcher/Participant on the Project who have signed or are otherwise bound by a confidentiality agreement with College having terms and conditions substantially the same as this Agreement and to only disclose such information that is necessary for performance of the Project. Researcher/Participant also agrees not to use such Confidential Information for purposes other than the Project or to benefit any person or entity other than the College.

- Notwithstanding the preceding, Researcher/Participant shall not be obligated to keep in confidence information that was:
 - In or came into the public domain through no fault of Researcher/Participant;
 - Rightfully received by Researcher/Participant from a third party without restriction;
 - Independently created by Researcher/Participant without the use or knowledge of the information received from College; or
 - Approved for disclosure by prior written permission of College.
- Researcher/Participant agrees that the publication of matters associated with the Project shall be permitted only upon the prior written approval by College.
- Upon termination of the Project, or at the time Researcher/ Participant ceases to be a full-time student at College, or at the time Researcher/Participant ceases to work on the Project, or at any time upon the request of College, Researcher/Participant agrees to deliver to College all materials of any nature in his/her possession or control which contain Confidential Information or which are otherwise the property of College, including, but not limited to all writings, designs, documents, work product, data, research, and materials notes, research and work in progress, records, data, memoranda, tapes, and disks containing Confidential Information or otherwise pertaining to the Project, including all copies thereof.
- Intellectual Property Ownership.
 - Researcher/Participant hereby assigns to College all intellectual property rights, title, and interest (including, but not limited to all patent, copyright, trademark, and trade secret rights) in any inventions, discoveries, improvements, ideas, formulae, computer programs, and other apparatus programs or works of authorship (“Intellectual Property”), whether patentable or not, conceived or created, in whole or in part, by Researcher/Participant as part of and during the term of the Project.

- At the expense and upon request of College, Researcher/Participant shall execute all documents evidencing assignments of all patent, trademark, and/or copyright applications and registrations to College, its successors, assignees, or nominees, and shall fully cooperate with College and its attorneys as reasonably required in connection with the preparation of any such applications and registrations and will execute all papers necessary to protect College's rights therein.
- Researcher/Participant agrees to notify College of any publication of matters associated with the Project, including, but not limited to academic papers, thesis, website or other university publication prior to any publication and to not publish any matters associated with the Project until after (1) receiving written permission from College to publish any matter associated with the Project; or (2) after 90 calendar days after documented receipt by College of any draft publication, whichever is earlier, to aid College in the management of patent filing limitations.
- This Agreement constitutes the entire understanding between the parties regarding confidentiality and intellectual property related to Project, superseding all others. This Agreement may only be modified or amended in writing executed by both parties.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to the conflict of laws provisions thereof. The Researcher/Participant consents to exclusive jurisdiction of the federal and state courts of Polk County, Iowa, in any action arising out of or relating to this Agreement. The Researcher/Participant waives any other venue to which the Researcher/Participant might be entitled by domicile or otherwise. The Researcher/Participant shall attempt to resolve any dispute arising under or relating to this Agreement informally before resorting to any tribunal.
- This Agreement shall be in full force and effect through _____, 20___. The obligations of confidentiality of Confidential Information disclosed to or discerned by Researcher/Participant shall remain in full force and effect for a period of three (3) years from the expiration of this Agreement and in the case of information that constitutes a trade secret under applicable law, for as long as such information remains a trade secret. The obligations under the Intellectual Property Ownership section of this Agreement shall remain in full force and effect after termination of this Agreement.

The effective date of this Agreement is _____, 20__.

Name of Participant: _____

(print or type name)

Signature of Participant: _____

SIMPSON COLLEGE

By: _____
Title: _____