# Texas A&M University

# Capstone Student Nondisclosure Agreement

In consideration of my participation in the Capstone Project (the “Project”) in Texas A&M University’s Department of \_\_\_\_\_\_\_\_\_\_\_\_\_ course number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ involving \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sponsor”), I agree as follows:

1. For purposes of this agreement, “Confidential Information” means any nonpublic information that:
   * 1. Is disclosed by Sponsor during the Project and is clearly marked “Confidential;” or
     2. I obtain from onsite visits to Sponsor’s facilities if Sponsor identifies that information as confidential in writing to me within 30 days of the visit.
2. Confidential Information does not include material, knowledge, or information which I can establish by competent evidence that such information:
   * 1. was already known by me at the time of disclosure;
     2. was publicly available at the time of disclosure;
     3. was independently developed by me without use of Confidential Information;
     4. became available to the public after disclosure by means other than violation of this agreement by me;
     5. was approved for disclosure by advance written permission of Sponsor; or
     6. was required by law to disclose.
3. I shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party and shall only use Confidential Information for the educational purpose for which it is shared.
4. I may make use of the Confidential Information for the limited purposes of working on the Project. As part of the class requirements I may be required to give presentations about the Project to the other students in the class. Some presentations may be open to other faculty and students and, in some situations, even the public. All presentations are subject to advance review by Sponsor. Sponsor may designate a specific item of the Confidential Information that cannot be included in any presentation. Sponsor may also request in writing that the presentation be given to a very limited audience. I will not be required to edit the presentation beyond the point of it being understood.
5. I understand that I may mention the Project by name during job interviews or on résumés, but I cannot disclose Confidential Information.
6. The obligations of this agreement will be in place from the date that I sign this agreement until three years after the last day of class of the Texas A&M semester in which the Project concludes.

A facsimile or scan of my original signature transmitted to Sponsor is effective as if the original was sent to Sponsor.

I acknowledge that: (a) I have read this agreement, understand it, and sign it voluntarily; (b) I have had the opportunity to consult to seek legal counsel before signing; (c) Sponsor has not made, and I have not relied upon, any oral representations, statements, or inducements apart from the terms of this agreement, and (d) I am at least 18 years old. I execute this agreement intending to be bound by it now and in the future.

Signature:

Printed Name:

Non-TAMU email address:

Date: