

# Reciprocal Nondisclosure Agreement

**Capstone Project:** \_\_\_\_\_

This Reciprocal Nondisclosure Agreement (“Agreement”) is effective as of \_\_\_\_\_, 20\_\_\_\_ and is entered into by \_\_\_\_\_ (“Collaborator”), having principal offices located at \_\_\_\_\_, and \_\_\_\_\_ (“Student Participant”) a student at the University of Virginia participating in a Capstone Project to \_\_\_\_\_ (the “Capstone Project”). This Agreement confirms the terms and conditions under which Collaborator and Student Participant may exchange Confidential Information, as hereinafter defined, with one another for the sole purpose of permitting each party to use the other party’s Confidential Information for the support and/or participation in the Capstone Project.

1. "Confidential Information" is defined as samples, materials, data, information (oral or written), drawings, sketches, and other information of a secret, confidential, or proprietary nature which information, if in tangible form, is marked or otherwise identified as "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party at the time of disclosure, or if disclosed orally or visually is identified at the time of disclosure as confidential by the disclosing party.

2. Confidential Information that is disclosed hereunder shall be maintained in trust and confidence by the receiving party and shall not, directly or through others, be disclosed, patented, copyrighted, or published except as otherwise agreed in writing. The receiving party agrees to use reasonable diligence to prevent disclosure of disclosing party’s Confidential Information to any third party (except for employees or agents of the receiving party with a need to know who have agreed in writing to the terms and conditions contained herein prior to obtaining access to disclosing party’s Confidential Information) unless so authorized in writing by the disclosing party, and to refrain from using disclosing party’s Confidential Information for any purpose other than that stated herein. **Collaborator agrees not to publicize the names of any students participating in the Capstone Project without the student’s prior written authorization.**

3. Receiving party’s obligations under this Agreement shall be limited to a period of three (3) years from the date of its receipt of Confidential Information. A receiving party shall not have any obligation of confidentiality with respect to any Confidential Information of the disclosing party that:

- (a) Was already in the receiving party's possession on a non-confidential basis prior to receipt from the disclosing party; or
- (b) Is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of the receiving party; or

- (c) Is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party; or
- (d) Is explicitly approved for release by written authorization of the disclosing party; or
- (e) Is independently developed by employees or agents of the receiving party without reliance upon the Confidential Information, as evidenced by the receiving party's written records; or
- (f) Is required by law, regulation, court order to be disclosed.

4. The term of exchange of Confidential Information under this Agreement shall be one (1) year from the effective date, unless earlier terminated by either party for any reason by providing written notice to the other party. Upon termination of this Agreement, the receiving party will promptly return to the disclosing party all tangible Confidential Information and copies thereof in the receiving party's possession. Receiving party's obligations under this Agreement shall survive termination of this Agreement for the period specified in Section 3 above.

5. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

6. This agreement may be signed in one or more counterparts, which together will be deemed to be an original. If any term of this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining terms will not be affected.

STUDENT PARTICIPANT

COLLABORATOR

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Name - printed or typed

\_\_\_\_\_  
Name - printed or typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date