UCONN FACULTY INSPIRED ENGINEERING SENIOR DESIGN PROJECT
INTELLECTUAL PROPERTY AND NON-DISCLOSURE AGREEMENT

This engineering senior design project Intellectual Property and Non-Disclosure Agreement ("Agreement") is executed by the undersigned University of Connecticut student with respect to the course project entitled __Insert Project Title__ inspired by Professor __Insert Professor’s Name__ research in the __Insert Professor’s Department__ at the University of Connecticut with a business office at 438 Whitney Road Extension, Storrs, CT 06269-1006 ("UConn").

I, the undersigned, am a student enrolled with UConn and I desire to participate in an engineering senior design project at UConn that will benefit the UConn ("Project"). In consideration for my participating in the Project, I agree to the following:

1. **Assignment of Intellectual Property.** To the extent that I develop any information, inventions, or materials in connection with my participation in the Project ("Project IP"), I hereby assign to the UConn my entire right, title and interest in and to all such Project IP, including without limitation, all copyright, patents, trade secrets and other proprietary rights therein. Project IP shall not include technical information, know how, data, processes, inventions, discoveries, improvements and works of authorship, including without limitation any and all rights in patents or patent applications, which I may own and are existing as of the date of this Agreement, or which I independently developed after the date of this Agreement.

2. **Disclosure of Intellectual Property.** I shall disclose Project IP to the UConn promptly, but in no event any later than the end of the Project. At the request of the UConn and without charge to the UConn but at its expense, I shall execute and deliver all papers necessary or desirable for obtaining patents on Project IP and do any necessary and reasonably proper acts to perfect the UConn’s rights under this Agreement.

3. **Non-Disclosure.** I acknowledge that as part of my participation in the Project, the UConn may disclose to me proprietary and confidential information. I do hereby agree to keep secret and confidential and not to disclose to any unauthorized person or third party for a period of three (3) years from the date of this Agreement, any proprietary, secret or confidential information of the UConn that I may obtain. Any such secret and confidential information shall be clearly marked “Proprietary and Confidential”. In the event the information is disclosed to me verbally, the UConn will follow up in writing within ten (10) days of the disclosure advising me of the confidential nature of the verbal communication. Furthermore, I shall use such proprietary and confidential information only during my participation in the Project and only for UConn purposes. Nothing in this Agreement shall prevent me from discussing the UConn’s proprietary and confidential information with my fellow students participating in or faculty advising on the Project.

4. **Publishing Rights.** In the event that I seek to publish findings, in writing or orally, relating to my participation in the Project, I shall submit a draft of any proposed written submission or oral presentation to the UConn at least fourteen (14) days prior to the intended
submission for publication to allow the UConn to review such publication for patent purposes and/or for inadvertent disclosure of Project IP or confidential information. The UConn shall have the opportunity to request changes or additions to the proposed written submission. If any such submission or presentation discloses any Project IP or confidential information of the UConn, the UConn shall so notify me within ten (10) days of receipt of the draft and I shall delete from such submission or presentation the confidential information or Project IP identified by the UConn. Such publishing rights include presentations for senior design day presentation. UConn will enable Student to share sufficient information about the Project with the public to fulfill his/her course requirements for UConn senior design.

5. **Return of UConn Property.** Upon termination of the Project, upon request of the UConn, I shall deliver promptly to UConn all UConn confidential materials and shall not retain any copies of any confidential documents.

6. **Project Participation.** I acknowledge that UConn and UConn have the right to cancel, without penalty, my participation in the Project. I further acknowledge that I have been advised that if I chose to not participate in the Project, I will be given the opportunity to participate, without penalty, in alternative projects which do not require the signing of this Agreement, or any agreements similar to this.

7. **Governing Law, Severability and Venue.** I further agree that this Agreement shall be construed in accordance with the laws of the State of Connecticut.

I state that I am at least eighteen (18) years of age and fully competent to sign this Agreement. I understand and execute this Agreement for full, adequate, and complete consideration, fully intending to be bound by the same.

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**UConn Student:**

By: __________________________

Print Name: __________________

Permanent Address: ________________

Date: __________________________

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**Acknowledgment by UConn:**

By: __________________________

Print Name: __________________

Title: __________________________

Date: __________________________