

Confidentiality Agreement

Effective Date: January 4, 2012

_____ (hereinafter "COMPANY") agrees to provide to the Instructor(s)/Professor(s)/Advisor(s) (hereinafter "EDUCATIONAL STAFF"). Company-confidential information to participate in an educational project, _____, of value to COMPANY (hereinafter "THE ASSIGNMENT").

THE EDUCATIONAL STAFF agrees to participate in THE ASSIGNMENT in the role of an academic advisor to students who are engaged in THE ASSIGNMENT.

THE EDUCATIONAL STAFF agree that they will not divulge, for a period of three (3) years after the Effective Date for this Agreement, any company-confidential information learned while engaged in the performance of THE ASSIGNMENT, unless they are required to do so by applicable law. COMPANY is responsible for clearly identifying confidential information and making best efforts to keep the confidential information to a minimum. Examples of such confidential and proprietary information may include: (a) product development plans and matters of a technical nature such as know-how, formulas, trade secrets, secret processes or devices, inventions or research projects; (b) matters of a business nature such as competitive strategy, marketing strategy, marketing tactics and/or information about costs, profits, pricing policies, markets, sales, suppliers, customers, plans for future development, plans for future products, marketing plans or strategies; and (c) other information of a similar nature not generally disclosed by COMPANY to the public, all of which information is referred to collectively hereafter as "Confidential Information." A description of the confidential information is attached in Exhibit A, and is dated and signed by all parties to the agreement.

THE EDUCATIONAL STAFF agree that they will (1) keep secret and retain in the strictest confidence all Confidential Information, (2) not disclose Confidential Information to any third party unless such disclosure is specifically authorized in writing by COMPANY or required

by applicable law, and (3) not use any Confidential Information for any purpose other than performance of services for COMPANY.

THE EDUCATIONAL STAFF further agree to deliver promptly to COMPANY upon termination of this Agreement, or at any time that COMPANY may request, all memoranda, notes, records, reports, manuals, drawings or other documents (and all copies thereof) relating to COMPANY business, and all property associated therewith, that are in the possession or under the control of THE EDUCATIONAL STAFF.

Equitable Remedies; Attorneys' Fees. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by the Company, and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, then the prevailing Party shall be entitled to recover from the other Party the costs of litigation, including reasonable legal fees, such prevailing Party has incurred in connection with such litigation, including any appeal therefrom.

Governing Law; Jurisdiction. Each Party agrees that this Agreement shall be governed by the laws of the State of Oregon. If litigation becomes necessary to enforce any provision of this Agreement, each Party consents to the non-exclusive jurisdiction and venue of the state and federal courts sitting in Multnomah County, Oregon.

COMPANY, INC

By: _____
Print Name:
Title:

Confidentiality Agreement

EDUCATIONAL STAFF

Print Name(s):

Signature: _____

Date: _____

Print Name(s):

Signature: _____

Date: _____

STUDENTS

Print Name(s):

Signature: _____

Date: _____

Print Name(s):

Signature: _____

Date: _____

Print Name(s):

Signature: _____

Date: _____

Print Name(s):

Signature: _____

Date: _____

Print Name(s):

Signature: _____

Date: _____



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EXHIBIT A

DESCRIPTION OF CONFIDENTIAL INFORMATION

OIT respects the need of industry partners to maintain confidential information in the context of sponsored projects. **It is desirable to keep such confidentiality to the minimum necessary to complete the project.**

EXHIBIT A DESCRIBES THE CONFIDENTIAL INFORMATION BEING SHARED BY THE PARTNER COMPANY WITH THE SIGNATORY PARTIES TO THE ATTACHED CONFIDENTIALITY AGREEMENT.

Note: Please describe the confidential information and why it is needed on the project.

DATE:

PROJECT:

INDUSTRY PARTNER:

CONFIDENTIAL INFORMATION:

Student or Faculty Member Name (Print) _____

Signature _____ Date _____