



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 2018-2019, by and between _____ (hereinafter "Company") and the Trustees of the University of Pennsylvania (hereinafter "Recipient"). This Agreement shall govern the disclosure and furnishing by Company to Recipient of certain written confidential and proprietary information of Company which is marked as proprietary or confidential (hereinafter "Proprietary Information") and the use and return of such information by Recipient. Proprietary Information is either owned by Company, or is owned by a third party and is in Company's possession pursuant to an agreement of confidentiality. The Proprietary Information will be used by the Recipient only for the purpose of the consulting work being undertaken by the recipient for Company as part of the Recipient's MBA program requirements. Recipient agrees that Recipient shall receive the Proprietary Information subject to the following conditions:

1. Recipient shall not disclose the Proprietary Information to anyone except persons (including faculty advisors) who have signed a non-disclosure agreement incorporating these terms.
2. Recipient shall not copy the Proprietary Information without permission and shall return to Company any portion of the Proprietary Information at any time upon request by Company.
3. The obligations stated herein shall be binding upon Recipient until the second anniversary date of this Agreement, or until:
 - (a) the Proprietary Information appears in a printed publication; or
 - (b) the Proprietary Information ceases to be confidential other than as a breach of this Agreement by Recipient.
4. Recipient shall have no obligations hereunder for Proprietary Information which:
 - (a) at the time of disclosure is in the public domain;
 - (b) at the time of disclosure is known to Recipient without an agreement to treat confidential;
 - (c) is independently developed by Recipient without reference to the Proprietary Information received from Company; or
 - (d) is required to be released by Recipient as a result of subpoena or order of judicial or administrative body.
5. Recipient shall not export or re-export Proprietary Information.
6. Recipient acquires no intellectual property rights under this Agreement, except the limited right to use set out explicitly above. This Agreement shall be governed by and construed in accordance with laws of the State of Pennsylvania.

ACCEPTED:

(Company name)

(Student Name)

By: _____

By: _____

Title: _____

Date: _____

Date: _____