

CASE STUDY AND NON-DISCLOSURE AGREEMENT

THIS CASE STUDY AND NON-DISCLOSURE AGREEMENT, is made the __ day of _____, 20__, (the "Effective Date") between _____ ("____") and The Trustees of Indiana University on behalf of its School of Public and Environmental Affairs ("Recipient").

RECITALS

1. _____ has developed certain confidential and proprietary information ("Confidential Information") including, but not limited to, financial statements, financing documents, business plans, trade secrets, new products, copyrights, patentable inventions, computer software, documentation, and specifications.

2. Recipient and _____ desire to enter a relationship in which Recipient will perform a case study based on a business challenge proposed by _____, undertaken within the MPA/MSES program of Indiana University, School of Public and Environmental Affairs, concerning _____

_____ (the "Case Study"), and Recipient will require certain of _____'s Confidential Information in connection with the Case Study. A Project Description for the Case Study is attached as Exhibit B and incorporated by reference to this Agreement.

3. _____ is willing to disclose Confidential Information to Recipient pursuant to the terms and subject to the conditions of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, _____ and Recipient (individually a "party" and collectively "the parties") agree as follows:

Section 1. Fees and Expenses. There shall be no fees or expenses charged by Recipient in connection with the Case Study or the matters contemplated by this Agreement. Notwithstanding the foregoing, Recipient agrees and acknowledges that the use of _____'s Confidential Information in connection with the development and undertaking of the Case Study is of value to Recipient and is sufficient consideration for all matters contemplated by this Agreement. This does not cover the costs associated with the project that the client may be asked to cover.

Section 2. Confidential Information. "Confidential Information" includes all material and information which is supplied to Recipient by _____ in connection with the Case Study that (i) is proprietary to _____, having been designed, developed or accumulated by _____ at a great expense and over lengthy periods of time, (ii) is secret, confidential

and unique and the exclusive property of _____, and (iii) includes, but is not limited to trade secrets, systems, software and hardware, concepts, designs, configurations, schedules, costs, performance features, specifications, techniques, copyrighted matter, patentable inventions, plans, methods, drawings, data, tables, calculations, documents or other paperwork, computer program narratives, flow charts, source and object codes, and also includes business and marketing plans, dealings, arrangements, objectives, locations and customer information. Recipient agrees to treat Confidential Information with the same degree of confidentiality that it accords its own comparable information, but in no case less than reasonable confidentiality in accordance with the nature of the information, and not to make use of it other than for the purpose of conducting the Case Study.

Confidential Information shall not include information that:

- (i) was in the public domain at the time it was communicated to Recipient;
- (ii) entered the public domain through no fault of Recipient subsequent to the time of its communication to Recipient by _____.
- (iii) was in Recipient's possession without confidentiality restriction prior to disclosure by _____ hereunder;
- (iv) was generally known in the trade or business practiced by _____ at the time of disclosure through no act of Recipient;
- (v) has come into the possession of Recipient without confidentiality restrictions from a third party and such third party is under no obligation to _____ to maintain the confidentiality of such information; or
- (vi) was developed by Recipient independently of and without reference to Confidential Information supplied by _____.

Section 3. Disclosure to Third Parties. Except as provided herein, Recipient shall not communicate Confidential Information in any form to any third party without the prior written consent of _____ and shall use its best efforts to prevent inadvertent disclosure of Confidential Information to any third party.

Section 4. Authorized Disclosure. _____ acknowledges that Recipient may need to disseminate Confidential Information to various of its professors, directors, staff or employees in connection with the Case Study. Recipient agrees to cause any such person or entity to whom Confidential Information is transmitted to be bound to the same obligation of secrecy and confidentiality that Recipient is bound to under this Agreement by having such persons execute the joinder and acknowledgement to this Agreement attached hereto as Exhibit A. Recipient shall collect and deliver to _____ originals of all such joinders and acknowledgements. Recipient shall be liable for any failure to collect and deliver such joinders and acknowledgements and for any default or breach by such persons of their obligations under

this Agreement while employed at Indiana University; except that Recipient's liability hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Recipient as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the Recipient is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the Subcontractor. Notwithstanding anything to the contrary herein, Recipient may disclose any particular portion of the Confidential Information to the extent required by law.

Section 5. Survival of Terms. The obligations of this Agreement with respect to Confidential Information shall terminate five (5) years from the Effective Date.

Section 6. Return of Materials. Upon written request by _____ or in the event _____ or Recipient decide not to proceed with the Case Study, whichever occurs first, Recipient will promptly: (i) return to _____ all written and other materials furnished or otherwise disclosed by FedEx subject to this Agreement and (ii) destroy or send to _____ all documents, data, memoranda, notes and other materials that are based on Confidential Information furnished or otherwise disclosed by _____ subject to this Agreement. Recipient will not retain copies, extracts or other reproductions in whole or in part of the materials referred to in (i) and (ii), except that Recipient may retain one copy of the final Case Study report for its archival and internal, nonprofit, educational purposes.

Section 7. Ownership of Materials. (a) All materials, documents, software or other programming documentation originated and developed by Recipient prior to commencement of this Agreement shall remain the property of Recipient, provided that Recipient grants to _____ a non-exclusive, irrevocable, paid-up license to use such items for the purpose of the completion of the Case Study and as needed by _____ for its internal use of the Case Study results.

(b) All formulae, processes, machines, compositions of matter (or improvements thereof), computer programs, know-how, discoveries, techniques, drawings, specifications, renderings, reports and other documents and software and other programming documentation (collectively "Materials") originated and prepared by Recipient for _____ pursuant to this Agreement, including each invention, discovery or improvement which includes ideas, concepts, know-how or techniques developed solely or jointly, by employees or agents of Recipient, or jointly by one or more employees or agents of Recipient with one or more employees of _____ in connection with the Case Study pursuant to this Agreement, shall be the sole and exclusive property of _____, free from any claim or retention of rights thereto on the part of Recipient except as otherwise provided in this Agreement. Upon completion or other termination of this Agreement, Recipient shall deliver to _____ all copies of any and all Materials including source codes and documentation created by Recipient pursuant to this Agreement and relating to the

Case Study; except that Recipient may retain one copy of the final Case Study report for archival and internal, nonprofit, educational purposes.

(c) Recipient hereby assigns to _____ any right now held or hereafter acquired by Recipient in the Materials including, but not limited to, any copyright, patent, or other statutory or common law protection. Recipient agrees to assist _____ in every reasonable way, at _____'s expense, to obtain and, from time to time, enforce any copyrights, patents, or other statutory or common law protections for the Materials, including but not limited to, the execution of all documents necessary for _____ to apply for and obtain such copyrights, patents, and other statutory or common law protections and enforcing the same, together with any assignments thereof to _____. To the extent applicable all Materials developed by Recipient under this Agreement are to be considered works made for hire as that term is defined in Section 101 of the Copyright Act (17 U.S.C., Section 101) and are the sole and exclusive property of _____.

(d) _____ agrees to allow Recipient to post an approved copy of the Case Study executive summary, final presentation PowerPoint, and poster to the Recipient Capstone website. Additionally, _____ agrees to allow for approved version of poster to be presented at the Capstone symposium.

(e) Recipient agrees that the obligations stated under this Section 7 shall survive the expiration or earlier termination of this Agreement.

Section 8. Extent of Agreement. This Agreement shall govern all communications between _____ and Recipient that are made during the period from the Effective Date the date of termination of this Agreement.

Section 9. Injunctive Relief. Recipient agrees that in the event of any violation or threatened violation of this Agreement, _____ shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising from such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which _____ may be entitled.

Section 10. Validity of Agreement. Both parties acknowledge that this Agreement is valid and legally binding and has been executed by an authorized representative, and each party confirms and ratifies the terms and conditions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

The Trustees of Indiana University

By: _____

By: _____

Title: _____
(the "Recipient")

Title: _____
("FedEx")

EXHIBIT A
TO
CASE STUDY AND NON-DISCLOSURE AGREEMENT
BETWEEN

AND

INDIANA UNIVERSITY, SCHOOL OF PUBLIC AND ENVIRONMENTAL AFFAIRS

Joinder and Acknowledgement

By signing below, the undersigned agrees and acknowledges that (a) s/he has received, read, and understood the Case Study and Non-Disclosure Agreement between _____, Inc. and The Trustees of Indiana University on behalf of the School of Public and Environmental Affairs, and (b) the undersigned will be bound by the same obligation of secrecy and confidentiality that Indiana University is bound to under that Agreement. The undersigned agrees and acknowledges that violation of these obligations may subject him or her to appropriate sanctions under University policy and/or legal liability.

Signature

Printed Name

Date

EXHIBIT B
TO
CASE STUDY AND NON-DISCLOSURE AGREEMENT
BETWEEN

AND
INDIANA UNIVERSITY, SCHOOL OF PUBLIC AND ENVIRONMENTAL AFFAIRS

Description of Case Study

[redacted]