Non-Disclosure Agreement and License

For

Educational Project

This Agreement is made as of the _____ day of February, 2007 between Carnegie Mellon University (**"University"**) and _____, an individual residing at the address listed on the signature page below ("**Participant" or "you"**).

A. Participant is participating in the Statistical Practice Course (36-726A) during the spring of 2007 (the **"Course"**).

B. University is providing certain information and project ideas to the Course instructors and students enrolled in the Course.

C. As a part of the Course, the University may disclose or make accessible to you certain proprietary and confidential information of the University.

D. The University desires that you agree to treat this information in a certain manner, as more specifically described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises below, Participant and University agree as follows:

1. What will be disclosed? The University will provide you with certain data and information regarding donors and/or alumni for use in the Course (the "Data"). These materials may include general information that is not confidential, but will also contain certain information (which could include, but not be limited to, advance ID number, gender, addresses, financial information, educational information, demographic information and/or other individually-identifiable information) that is considered confidential and that the University does not want you to use and/or disclose except as permitted in this Agreement. Some of this information may be subject to the Family Educational Rights in Privacy Act ("FERPA") and the University's policy regarding the same (see the University's Policy on Student Privacy Rights at http://www.cmu.edu/policies/documents/StPrivacy.html). If you have any questions regarding FERPA and/or the University's related policy, you can contact the Office of the General Counsel at the University (8-4250).

2. Which information needs to be kept confidential? Any and all Data described in Section 1 above will be considered "Confidential Information" and covered by this Agreement even if it is not actually stamped "confidential" and even if a person verbally providing you with the Data does not actually remind you that it is to be kept confidential. For any other information (other than the Data discussed above) that the University would like to be considered "Confidential Information" and covered by this Agreement must be clearly marked or designated as "confidential" as follows:

--For any materials (other than Data) that are in tangible form (written materials, sample products, etc.), they must be physically marked or stamped "confidential."

--For any information (other than Data) that the University would like to be considered "Confidential Information" that is disclosed to you in a conversation or showed to you visually, the University must tell you at the time of disclosure that the information should be considered "Confidential Information" AND then within 15 days following disclosure the University must provide you a written memorandum marked "confidential" that confirms in writing the specific oral and/or visual information they would like you to consider "Confidential Information."

Except for Data (which will always be considered "Confidential Information"), any information provided to you by the University that is not marked or designated as "confidential" as indicated above will NOT be considered "Confidential Information" and does NOT have to be kept confidential by you under this Agreement.

3. Exceptions. Sometimes certain information provided to you by the University, even if marked "confidential," does not have to be kept confidential and will not be considered "Confidential Information" under this Agreement. Therefore, in any event, "Confidential Information" will not include information that:

a) was publicly known at the time it is disclosed to you by the University;

b) becomes publicly known after it is disclosed to you (as long as it did not become publicly known because you did not abide by your obligations under this Agreement);

c) was already known to you and/or in your possession at the time it was disclosed to you by the University;

d) is developed by you independently without use or reference to the information designated "confidential" that is disclosed to you by the University; and/or

e) is obtained by you from someone other than the University without you being asked to keep it confidential, and you had no reason to believe the person from whom you obtained the information was under an obligation to keep it confidential.

4. What can I do with "Confidential Information" and to whom may I show it? You may use the Confidential Information only for the Course. You agree to take reasonable steps to prevent others from having access to the Confidential Information.

Except as provided in the following paragraph, you may not disclose the Confidential Information to anyone except to the instructors and students in the Course who have also signed non-disclosure agreements with the University for this Course.

In the event that any Confidential Information is required to be disclosed by any governmental agency or otherwise required to be disclosed by law (i.e., you personally receive a subpoena asking that you disclose certain of the Confidential Information), you can disclose it without violating your confidentiality obligations under this Agreement. However, before disclosing it you must give the University reasonable prior written notice that you are being required to disclose the information. This notice should be addressed to the University using the address listed on the signature page of this Agreement.

5. How long do I need to keep the information confidential? All Data must be kept confidential forever. For other information that is marked or designated as "Confidential Information" under this Agreement, you must keep the Confidential Information confidential as provided in this Agreement for a period of five (5) years from the date the information is disclosed to you. However, with respect to Data and/or other Confidential Information, you can disclose it sooner if either (a) the University provides written approval for you to disclose it, or (b) it no longer falls under the definition of "Confidential Information" (for example, if the information becomes publicly known and therefore falls under one of the exceptions in Section 3 above), except if the reason it no longer falls under the definition is because you did not abide by your obligations under this Agreement (for example, you would not be able to post the Confidential Information on your web site in violation of this Agreement and then argue it is now publicly known and not subject to confidentiality obligations).

6. Who owns the Confidential Information? All Confidential Information disclosed by the University is the property of the University. At the end of your participation in the Course, you must destroy your copies of the Confidential Information (including, but not limited to any CD provided to you) unless the University instead requests that you give them back to the University. You must also erase any electronic copies of the Confidential Information you may have. You understand and agree that just because the University is allowing you to use their Confidential Information in conjunction with the Course, it does not mean that you are granted any intellectual property rights in the Confidential Information.

7. What can happen if the Confidential Information is improperly disclosed? If you disclose the Confidential Information in violation of this Agreement, it could result in irreparable injury to the University, and a monetary award may not be enough to fully compensate the University for its losses. Therefore, you agree that in the event that you do not abide by your obligations under this Agreement (or the University has reason to believe that you are going to breach your obligations), the University can go to court and seek an injunction prohibiting you from any continuing breaches or ask for other equitable relief from the court. Seeking an injunction is in addition to any other legal relief available to the University (such as taking action against you for breach of this Agreement).

8. Can I transfer my rights under this Agreement to someone else? You may not assign or transfer any rights given to you under this Agreement to anyone without first getting written permission from the University. For example, if you sign this Agreement, receive Confidential Information from the University, and then you drop the Course, you may not pass your Confidential Information and a copy of this Agreement to a student who enrolls in the Course in your place.

9. Can the University later give me additional restrictions on my use of their information after I've already taken receipt of it? The provisions of this Agreement can only be changed if you and the University agree in writing. This Agreement is the entire agreement between you and the University regarding its Confidential Information and it supersedes any prior agreements, understanding or discussions with respect to the Confidential Information.

10. If the University and I have a disagreement regarding this Agreement, how will it be solved? The terms of this Agreement and any disputes under it will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or claim arising out of or relating to this Agreement will be settled by arbitration in Pittsburgh, Pennsylvania in accordance with the rules of the American Arbitration Association and judgment upon award rendered by the arbitrator(s) may be entered in any court having

jurisdiction. This arbitration provision does not limit the right of the University to go to court and seek an injunction as described in Section 7 above.

11. Will these confidentiality obligations affect my ability to use and publish the work product I develop under the Course? Can the University make use of the course work I produce? You will retain title to your work product under the Course. Because the purpose of the Course is a project working with a department of the University, you hereby grant to the University a non-exclusive, perpetual, irrevocable, worldwide license to use, reproduce, sublicense and/or distribute your work product. As owner of your work product, you remain free to use and publish it PROVIDED THAT in doing so you do not incorporate any of the Confidential Information into your work product or otherwise disclose any Confidential Information except as may be permitted under this Agreement. To the extent that there is any Confidential Information appearing in your work product, you must keep that Confidential Information confidential as provided in this Agreement unless you get prior written permission from the University allowing you to disclose it.

Participant and University agree to be legally bound by the terms of this Agreement, which is effective as of the date written at the top of this Agreement. By signing this Agreement, Participant acknowledges and agrees that he or she understands the confidentiality obligations imposed by this Agreement (including but not limited to FERPA obligations).

PARTICIPANT	UNIVERSITY
By signing below, I certify that I am at least 18 years old	
_____	By:
Printed name:	Name:
	Title:
Address:	Address: