

**Texas A&M University-Kingsville  
Capstone Student Nondisclosure Agreement**

In consideration of my participation as a Texas A&M University-Kingsville ("TAMUK") student in the capstone project described below (the "Project"), I agree as follows:

TAMUK Course: \_\_\_\_\_

Semester(s): \_\_\_\_\_

Sponsor: \_\_\_\_\_

1. For purposes of this agreement, "Confidential Information" means any nonpublic information that is disclosed to me by Sponsor during the Project and:
  - (a) If disclosed to me in a printed document or otherwise fixed in a tangible medium, is clearly marked "Confidential;" or
  - (b) If disclosed to me orally, visually, or otherwise not fixed in a tangible medium, is identified to me as confidential at the time of disclosure and confirmed by Sponsor to me in writing within 10 days after disclosure.
2. Confidential Information does not include material, knowledge, or information which I can establish:
  - (a) was already known by me at the time of disclosure;
  - (b) was publicly available at the time of disclosure;
  - (c) was independently developed by me without use of Confidential Information;
  - (d) became available to the public after disclosure by means other than violation of this agreement by me;
  - (e) was approved for disclosure by advance written permission of Sponsor; or
  - (f) was required by law to disclose.
3. I will exercise reasonable care to prevent the disclosure of Confidential Information to any third party and will only use Confidential Information for the educational purpose for which it is shared.
4. I may make use of Confidential Information for the limited purpose of working on the Project. As part of the class requirements, I may be required to give presentations about the Project to the other students in the class. Some presentations may be open to other faculty and students and, in some situations, even the public. All presentations are subject to advance review by Sponsor. Sponsor may designate a specific item of the Confidential Information that cannot be included in any presentation. Sponsor may also request in writing that the presentation be given to a very limited audience. I will not be required to edit the presentation beyond the point of it being understood.
5. I understand that I may mention the Project by name during job interviews or on résumés, but I cannot disclose Confidential Information.
6. The obligations of this agreement will be in place from the date that I sign this agreement until three years after the last day of class of the TAMUK semester in which the Project concludes.
7. Nothing in this agreement prohibits or otherwise restricts me from: (a) acting as or cooperating with a whistleblower as permitted under applicable law, (b) cooperating in a government or administrative investigation, or (c) revealing alleged criminal wrongdoing to law enforcement.

I acknowledge that: (a) I have read this agreement, understand it, and sign it voluntarily; (b) I have had the opportunity to consult to seek legal counsel before signing; (c) Sponsor has not made, and I have not relied upon, any oral representations, statements, or inducements apart from the terms of this agreement, and (d) I am at least 18 years old. I execute this agreement intending to be bound by it now and in the future.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Non-TAMUK email address: \_\_\_\_\_

Date: \_\_\_\_\_

Sample