**Project Participation Agreement**

# Course Title:

# Project Title or Description:

# Company sponsor:

In consideration of the opportunity to participate in the project identified above (“Project”) sponsored by the company noted above (“Company”) I agree as follows:

# Intellectual Property Assignment

I understand that I have chosen to participate in the Project for which the assignment of certain intellectual property I create is a required condition of participation. In particular, in the course of my participation in the Project, it is anticipated that I will create, develop and/or author certain materials, including computer software, and other expressive and/or inventive works (“Works”). I agree as a condition of my participation in the Project to assign, and do hereby assign, to The University of North Carolina at Chapel Hill (“UNC”), all intellectual property rights (including copyright and patent rights) that I may acquire in the Works that are created, authored, conceived or first actually reduced to practice by me as a result of my participation in the Project. In addition to any course requirements, I agree to deliver, upon request, any software (including source code and documentation) to the faculty member or other designated course representative in connection with this agreement to UNC. I understand that UNC will either transfer the rights assigned under this agreement to the Company or grant rights to the public in order to make the Works readily available under an open source license or similar open distribution method.

# Confidentiality Obligations

* 1. For purposes of this agreement, “Confidential Information” means any nonpublic information disclosed to me or to which I am given access by the Company in connection with the Project and that is marked “Confidential,” “Proprietary,” or a similar designation.
	2. “Confidential Information” does not include material, knowledge, or information which:
		1. Was already known by me at the time of disclosure;
		2. Was publicly available at the time of disclosure;
		3. Was independently developed by me without use of Confidential Information;
		4. Became available to the public after disclosure by means other than my disclosure; or
		5. Was approved for disclosure by advance written permission of Company.
	3. I agree to exercise reasonable care to prevent the disclosure of Confidential Information to any third party and to use Confidential Information only for the educational purpose for which it is shared.
	4. I will make use of the Confidential Information for the limited purposes of working on the Project. I acknowledge and agree that any publications I prepare in connection with the Project or that otherwise may contain Confidential Information of the Company are to be provided to UNC at least sixty (60) days in advance of the desired publication date in order for UNC to provide the publication to Company for review. I agree to delete any Confidential Information identified by Company as being disclosed in the publication.
	5. The confidentiality obligations of this agreement will be effective from the date that I sign this agreement until three years after the last day of class of the semester during which the Project concluded.
	6. I understand that I have options to participate in alternative activities in which I would not be required to agree to the above.

# FERPA Release Related to Project

 3.1 I consent to the disclosure of personally identifiable information of my education records (as defined under the Family Educational Rights and Privacy Act) related to the Project to Company.

# Student

Signature: Printed Name: Date:

# Parent or Guardian (if student under age 18)

Signature: Printed Name: Date: