

Confidentiality Agreement

Between
the

Center for International Business Education and Research (CIBER) Consortium for the Global
Business Project (GBP) Course Participants (including faculty, staff and students)

And

(the Client)

The Centers for International Business Education and Research appreciate [client's] willingness to participate in our Global Business Project course. The project that you have submitted for the project team provides a vital learning opportunity for our students. We also understand that you may be providing the students with information that you consider confidential or proprietary. The purpose of this statement is to outline appropriate expectations in how that information is treated and used in the program.

1. The Global Business Project course participants (faculty, staff and students) understand that the Client may provide them with information that is considered confidential and/or proprietary by the Client and/or the industry. To avoid any confusion, teams will consider as confidential all client information, whether written, oral or in any other form, and whether or not marked or identified as confidential or proprietary, including without limitation, business proposals, presentation, analysis, studies, patents, patent applications, inventions, discoveries, financial information, information concerning product differentiation, samples, formula, product positioning, strategic and market research information, customer lists, pricing, other relevant marketing information, clinical data and other tangible and intangible information regarding the client.
2. Confidential information does not include (a) information in the public domain at the time of disclosure, (b) information that subsequently enters the public domain after its disclosure (through no fault of the participant/s or the school), (c) information already known to the participant/s or the school prior to its disclosure or available from other, non-confidential sources, and/or (d) information required to be disclosed by law.
3. All parties understand that any confidential company information is being used in this context as part of an educational program. Consequently, such information may be disclosed by the students to their faculty advisors as part of the project so the students' work can be guided and evaluated. The parties further understand that participating students may be required to retain that work product as evidence of the students' completion of an assignment or a course. In such cases, however, that work product will only be shared as necessary to confirm the students' completion of the work or resolve any academic issues related to that work. Any individuals reviewing the student's work will be bound by the terms of this confidentiality agreement.

4. Participating students agree to return any confidential material in their possession to the Client at the conclusion of the project or exercise, except to the extent such information or material is contained in the work product required for the Global Business Project course.
5. In the case where the project work is used as a case study for future Global Business Project course participants, the company name and any specifically denotes confidential or proprietary information will be removed.
6. Any concerns about the use of information provided by the Client should be directed to Dr. Lynne Gerber, Chair of the Global Business Project Consortium and director of the UNC CIBER, the lead CIBER for the GBP.
7. Neither this Agreement nor the disclosure of confidential information by the Client will be construed as granting any right or license to any intellectual property or any invention or patent now or hereafter owned or controlled by the Client.
8. Participants (faculty, staff or students) will promptly notify the Client of any breach of this Agreement by any party or of any unauthorized disclosure of the Client's confidential information and will provide the details of such breach or unauthorized disclosure so that the Client may take appropriate actions to protect its interest.
9. This is the entire Agreement between the parties concerning the disclosure and protection of confidential information furnished by the Client and may not be amended or modified except by written agreement signed by the Client.
10. No failure or delay by the Client in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor preclude the future exercise of such right, power or privilege.
11. If any term, covenant or condition in this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the covenants contained herein shall not be affected thereby and the remainder shall be valid and enforceable to the fullest extent permitted by law.
12. This Agreement shall be governed and construed under the substantive laws of the State of North Carolina, without regard to principles of conflicts of law, and the parties hereby submit to the personal jurisdiction of the state and federal courts located in North Carolina for adjudication of any claim or dispute arising under this Agreement or otherwise occurring between or among parties.
13. This Agreement shall be executed in multiple counterparts, each of which shall be fully enforceable against the parties executing this Agreement and all of which shall constitute but one and the same Agreement.

Signatures Required:

Signature (Primary Corporate Representative) Date: _____

Signature (Faculty Advisor) Date: _____

Dr. Lynne Gerber, Chair, CIBER GBP Consortium Date: _____

Ms. Debbie Williams, GBP Program Manager Date: _____

GBP Country Leader Date: _____

GBP Country Leader Date: _____

GBP Language Mentor Date: _____

Signature (Student) Date: _____

Signature (Student) Date: _____

Signature (Student) Date: _____

Signature (Student) _____ Date: _____