

6. **TERM.** This Agreement and the Recipient's obligations hereunder shall automatically expire two (2) years from the Effective Date. All disclosures of Confidential Information shall be completed no later than one (1) year from the Effective Date.
7. **TERMINATION.** This Agreement may be terminated by any Party by giving thirty (30) days prior written notice to the other Parties. Upon termination or expiration, all Confidential Information furnished hereunder shall remain the property of the Sponsor and shall be returned or destroyed promptly, together with all copies made thereof. Upon written request, the Recipient shall furnish the Sponsor written notice certifying destruction. Termination of this Agreement by an individual Student Participant shall not affect the rights and obligations of remaining Student Participants, nor shall termination of this Agreement or the return of Confidential Information affect the rights and obligations hereunder with respect to Confidential Information, which will continue for a period of two (2) years from the Effective Date.
8. **NOTICE AND AUTHORIZED RECIPIENTS.** Sponsor may disclose Confidential Information to individual Student Participants in accordance with Article 3 of this Agreement. All legal notices, requests, demands and other communications under this Agreement must be made in writing and transmitted to the designated representatives below, as well as to the signatories in the signature block of this Agreement. Any change of representative shall be made only upon written notice to the other Parties. Confidential Information which is disclosed to Student Participants shall be transmitted to the designated representatives below, as applicable.

Recipient – Course Instructor

Attn.:
Title:
Address:

Student Participants – Project/Program Director

Attn.:
Title:
Address:

E-mail:

E-mail:

Sponsor – Notice Address

Attn.:
Title:
Address:

E-mail:

9. **PROJECT RESULTS / OWNERSHIP.** PROJECT RESULTS ARE PROVIDED AS-IS WITHOUT ANY REPRESENTATION OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. Sponsor hereby agrees to indemnify and hold harmless Student Participants, their agents, officers, employees and volunteers for any and all harm, loss, liability, claims, or damages which may arise from Sponsor's use of Project results in whatever manner or form. Student Participants receiving any Confidential Information shall not make any presentation or otherwise prepare any materials, reports or other documents which contain Confidential Information for their personal, non-academic use without the express written consent of the Sponsor. Notwithstanding the foregoing, Student Participants are permitted to make periodic class presentations to other students and SJSURF Group employees for purposes of receiving progress feedback. Student Participants are also permitted to make their Project results available in their portfolios for the purposes of securing employment/clients.
10. **EXPORT CONTROLS.** All Parties must comply with all applicable U.S. export control laws and regulations. For purposes of this Agreement, there shall be no export-controlled information disclosed to SJSURF Group or Student Participants by Sponsor.
11. **GOVERNING LAW.** California law shall control this Agreement, and any document to which it is appended, without regard to conflict of law rules. Parties undertake to resolve amicably any disputes arising from the development or interpretation of this Agreement. In the event that a friendly solution to a dispute is not possible, jurisdiction and venue for such disputes shall reside exclusively in state and federal courts located in the County of Santa Clara, California.
12. **AMENDMENT / OTHER.** This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each Party hereto. This Agreement may be executed in counterparts, including facsimile or scanned documents, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth herein shall nonetheless remain in full force and effect.

13. By the signatures below of official authorized to commit the parties to this Agreement, Sponsor and Student Participants agree to all the above terms and conditions, as of the Effective Date written above.

SPONSOR

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

STUDENT PARTICIPANTS (signing as Parties to the Agreement as defined in Article 1)

Note: Student Participants must be 18 years of age to become a Party to this Agreement. As stated in Article 7 herein, Student Participants agree to return Confidential Information and all copies thereof to the Sponsor upon completion of the Project.

Signature: _____

Name (Printed): _____

Address: _____

Address: _____

Date: _____

Signature: _____

Name (Printed): _____

Address: _____

Address: _____

Date: _____

Signature: _____

Name (Printed): _____

Address: _____

Address: _____

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Name (Printed): _____

Address: _____

Address: _____

Date: _____

Signature: _____

Name (Printed): _____

Address: _____

Address: _____

Date: _____

Acknowledgement by Project/Program Director and Course Instructor (if applicable) of Agreement terms and obligations:

By: _____

By: _____

Name: _____

Name: _____

Title: **Project/Program Director**

Title: **Course Instructor**

Date: _____

Date: _____

Attach additional signature pages as necessary