

Print Name: _____ CWID: **A** _____

Position Title: _____ Department: _____

Street Address: _____

City/State: _____ Zip Code: _____ Date: _____

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT (STUDENT EMPLOYEE)

This Non-Disclosure & Confidentiality Agreement (the “Agreement”) is effective as of the date indicated above (the “Effective Date”), by and between Illinois Institute of Technology (“IIT”), an Illinois not-for-profit corporation, having a principal office at 10 West 35th Street, Chicago, Illinois 60616, and the above-referenced individual (the “Student”), residing at the above-listed address. This Agreement is being entered into in connection with and as consideration for the offer of employment that IIT has made to the Student to work in the above-referenced IIT office or department, whose offer the Student has accepted.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and good and other valuable consideration, the receipt of which is hereby acknowledged, the parties agrees to the following:

1. Definition. During the Term, the Student may, from time to time, have access to or the need to utilize certain confidential information of IIT, including, without limitation, educational records, personal financial information, donor-related information, University business and financial information and University systems and technological data and protocols (collectively “Confidential Information”). Confidential Information shall include, without limitation and regardless of whether it is in written, oral or visual form, documents, specifications, drawings, models, computer programs and databases, applications, reports and spreadsheets concerning IIT, its business and financial operations and/or its employees, sponsors, donors, students, partners, contractors and vendors. Confidential Information shall exclude the following:

- (a) information that is or becomes public knowledge; provided that it has not become public knowledge due to the fault of the Student;
- (b) information that is made available to the Student by an independent third party that is not obligated to keep such information confidential;
- (c) information that is in the Student’s possession prior to his or her receipt of the same from IIT; provided that such prior possession can be demonstrated by the Student; or
- (d) information required to be disclosed pursuant to a lawfully issued subpoena; provided that the Student shall give IIT prompt notice of the subpoena so as to permit IIT to challenge the subpoena or seek a protective order with respect to such Confidential Information.

2. Obligations and Restrictions. During the Term and thereafter, the Student (i) shall retain in confidence all Confidential Information received by him or her on or after the Effective Date and at any time prior to the end of the Term; (ii) shall not, without the prior written consent of an IIT Vice President (or authorized designee), use such Confidential Information other than in connection with his or her IIT employment; (iii) shall not copy or remove, in physical, digital or any other format, Confidential Information without the explicit, prior permission of his or her immediate supervisor; (iv) shall limit disclosure of any Confidential Information to other employees of IIT who need to know the

Confidential Information in connection with legitimate IIT business purposes; and (v) shall promptly notify his or her immediate supervisor if he or she has reason to believe that the unauthorized use, possession, acquisition, dissemination or disclosure of Confidential Information has occurred and use all reasonable effort to cooperate with any appropriate action taken by IIT to protect its rights therein.

3. Term; Continuing Obligation. This Agreement shall remain in effect from the Effective Date until such time as the Student is no longer employed by IIT (the "Term"). The parties agree that after the Term the obligations of non-disclosure and confidentiality and the use restrictions set forth in Sections 1 and 2 of this Agreement shall survive. At the end of the Term, the Student shall promptly return to IIT all documents and materials containing any Confidential Information, along with all copies and analyses derived therefrom.

4. Remedies. The Student hereby acknowledges that any disclosure of Confidential Information in violation of this Agreement may be detrimental to IIT. Therefore, in the event of any breach or threatened breach of this Agreement by the Student, the Student agrees that IIT, in addition to any other rights and remedies provided under law or in this Agreement, shall be entitled to seek equitable relief by way of injunction or otherwise without the need to post a bond or other security.

5. No Rights or Licenses. This Agreement does not grant, create or assign to the Student any rights, title, interest or license to any Confidential Information, all of which are expressly reserved by and to IIT. Further, this Agreement does not provide and shall not be deemed to provide any additional employment rights or benefits to the Student.

6. Miscellaneous. This Agreement shall be construed in accordance with Illinois law without regard to conflict of laws rules or principles. Any dispute between the parties arising from or related to this Agreement shall be brought in the appropriate federal or state court, as the case may be, located in Cook County, Illinois. This Agreement is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior agreements or understandings. This Agreement may only be amended by a written instrument signed by both parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and, to the extent permitted hereby, assigns. In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and/or by facsimile or electronic signature. The headings contained in this Agreement are merely for convenience and shall not be deemed to have any particular meaning or import.

IN WITNESS WHEREOF, this Agreement shall be executed and delivered in duplicate by the parties and shall be effective as of the date first noted above.

STUDENT

PRINTED STUDENT NAME

STUDENT SIGNATURE

STAFF

PRINTED IIT STAFF NAME

STAFF SIGNATURE