



NON-DISCLOSURE AGREEMENT

This Agreement is made effective as of _____, 2022 (the “Effective Date”) between _____ [NAME OF HOST COMPANY], a _____ [STATE OF INCORPORATION] corporation, having an address at _____ [ADDRESS] (“HOST COMPANY”), and the **Massachusetts Institute of Technology**, a nonprofit Massachusetts educational corporation, with an address of 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 (“MIT”), on behalf of the MIT Sloan School of Management (“MIT Sloan”), a division of MIT, in anticipation of each party disclosing confidential information to the other party for the following Purpose:

Class Project:	Student teams will be evaluating a change initiative or experience inside the Organization as part of their academic coursework at MIT Sloan. The students will be writing a final paper for course credit, presenting a summary of their findings for course credit, and providing a summary of their findings to the management of the Organization (“Class Project”).
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This Agreement applies to information disclosed between the Effective Date and January 30, 2023 (the “End Date”).

In consideration of each party making confidential information available to the other party, the parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION. When used in this Agreement, the term “Confidential Information” means confidential information disclosed by Host Company to MIT that (i) prior to disclosure, is marked with a legend indicating its confidential status or (ii) if disclosed orally or visually, is identified by the Disclosing Party as confidential at the time of disclosure and within 30 days of such disclosure is summarized in a notice to the Receiving Party by the Disclosing Party.

Confidential Information does not include information if it (a) was in MIT’s possession before receipt from the Host Company; (b) is or becomes a matter of public knowledge through no fault of MIT; (c) is received by MIT, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to MIT; or (d) is independently developed by MIT without use of the Host Company’s Confidential Information. For purposes of this Agreement, MIT students and fellows are not third parties vis á vis MIT.

2. STUDENT RECOMMENDATIONS. MIT may use the Host Company’s Confidential Information solely for the class project. Disclosure of Confidential Information by the Host Company does not constitute a grant to MIT of any right or license to the Host Company’s Confidential Information, except as set forth herein.

MIT does not anticipate any intellectual property being created as a result of this Project. The team’s recommendations are their ideas based on the Project and are not considered intellectual property or confidential information per the academic definition at MIT. MIT grants to Host Company an irrevocable, royalty-free license to make use of the recommendations. Nothing in this Agreement may be read to grant an ownership right in the recommendations to Host Company.

3. CARE OF CONFIDENTIAL INFORMATION. MIT shall exert reasonable efforts to maintain the Host Company’s Confidential Information in confidence, except that MIT may disclose or permit disclosure of any of the Host Company’s Confidential Information to others at MIT, provided that said persons need access to such Confidential Information to fulfill the purpose and have been advised of the confidential nature of the Confidential Information. MIT shall notify the Host Company promptly following discovery of any disclosure not authorized hereunder and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use. Nothing in this Agreement may be construed to prevent MIT from disclosing Confidential Information as required by law or legal process, as long as MIT, if permitted by applicable law, promptly notifies the Host Company of its obligation to disclose and provides reasonable cooperation to the Host Company in any efforts to contest or limit the scope of the disclosure.

4. **TERM OF AGREEMENT.** The term of this Agreement will commence on the Effective Date and terminate on the End Date. MIT's obligations with respect to use and nondisclosure of the Host Company's Confidential Information will survive for a period of three (3) years following receipt of the particular Confidential Information.

5. **PRE-PUBLICATION REVIEW.** Host Company acknowledges that MIT is receiving Confidential Information in anticipation of its students preparing a final paper for course credit. No external publications are anticipated. The final paper is submitted to the professor of the course for final grade on how the academic tools and concepts were applied to the business problem.

6. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Following termination of this Agreement, MIT will destroy the Confidential Information.

7. **MISCELLANEOUS PROVISIONS.**

7.1 Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America, without regard to any applicable conflict of laws principles.

7.2 Use of Name. Neither party will make any press or media announcements concerning this Agreement or use the name, logo, insignia or trademarks of the other, or any version, adaptation, abbreviation or representation of them or the names of any trustees, officers, faculty, students, employees or agents, in any advertising, fund-raising, promotional materials or other public announcement or disclosure, without the written permission of the other. The MIT Technology Licensing Office has sole authority to grant such permissions on behalf of MIT.

More specifically, the Use of Name review by the Technology Licensing Office will focus on:

- Any references to MIT Sloan OP Course projects must not be used in ways that suggest or imply the endorsement of your organization, products, or services.
- Any announcements in your organization's internal publications, website, and social media accounts must reference that it is an MIT Sloan OP Course project. Please identify yourself as 'host company' or 'host organization.' Please do not use such terms as 'collaboration' or 'partnership.'
- Stories should focus on such topics as the student project, the project's findings, outcomes, and/or student team members. Please avoid phrasing that implies financial gain, benefits to customers, or reads like a promotional commercial for your organization.
- Social media posts that reference your OP Course project should not contain promotional copy or imply endorsement of your company/organization, your products, or your services. Likes, shares and retweets of MIT-generated social content are encouraged.
- Organizations are prohibited from making announcements to the media on MIT's behalf; as a result, organizations may not issue press releases announcing their Action Learning project or the outcome. The decision to create a press release issued by MIT Sloan to publicize any OP Course project is made on a case-by-case basis determined by the MIT Sloan Media Relations Department.

Executed as of the Effective Date:

[HOST COMPANY]

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

Name: _____

Name: **Bill Garrett**

Title: _____

Title: **Sr. Associated Dean for Administration**

Date: _____

Date: _____