

MASTER
iCONSULT COLLABORATIVE
PROPRIETARY INFORMATION
AGREEMENT
v.4.1

INSTRUCTIONS AND PROCEDURES FOR COMPLETION AND USE

iConsult Collaborative

301 Myron Rd, Syracuse, NY 13219
T 315.263.6134

Form 20260827

Note: Only one Agreement is necessary for each iConsult Client regardless of the number of Collaborative Projects and this Agreement governs all Collaborative Projects undertaken with the same iConsult Client during the term of the Agreement.[1]

1. The iConsult Director sends this Agreement in digital form to the iConsult Client for review and completion of the iConsult Client's information and signature.
2. The iConsult Client reviews the agreement. If the iConsult Client requests modifications, the iConsult Client should contact the iConsult Director as listed in section 2 to discuss the requested modifications. The iConsult Director will review the requested modification and if accepted, the iConsult Director will provide the iConsult Client with a new form of this Agreement for review and signature.
3. The iConsult Client completes the iConsult Client's name and official business address, the effective month, day, and year of the Agreement, the name and address of the person/office to receive agreement notices and authorizations for the iConsult Client, and the name and address of the official person/office to transmit/receive Proprietary Information for the iConsult Client. These items are shaded in gray in the Agreement and should be entirely replaced by the inserted iConsult Client information.
4. The iConsult Client executes the Agreement.
5. The iConsult Client returns the partially-executed Agreement to the iConsult Director as per section 2.
6. The iConsult Director reviews the Agreement for completion and executes the Agreement.
7. The iConsult Director will complete the name of the iConsult Client in Exhibit A, and then, in concert with the iConsult Client's assigned iConsult Student Project Manager, ensure that all students, staff and faculty who will perform services in connection with the iConsult Client's Collaborative Projects receive a copy of the Agreement and execute Exhibit A.
8. IConsult students, staff and faculty who will perform services on the iConsult Client's Collaborative Projects will each complete and execute a separate copy of Exhibit A to the Agreement and return the complete, signed Agreement containing their signature on Exhibit A to the iConsult Director.
9. The iConsult Director will review each fully-executed Agreement for completion and will distribute digital copies of each fully-executed Agreement for permanent retention as follows:
   a. iConsult Client at the address specified in Section 2
   b. Each signatory of Exhibit A at their address specified in the exhibit
   c. The central agreement repository for the iConsult Collaborative.

Questions about this procedure should be directed to the iConsult Director contact listed in Section 2.

The Agreement follows next page:

[1] All capitalized terms herein have the meaning ascribed to them in the Master iConsult Collaborative Proprietary Information Agreement.

1. This PROPRIETARY INFORMATION AGREEMENT ("Agreement"), by and between iConsult Collaborative, LLC ("iConsult"), having an address at 301 Myron Road, Syracuse, NY 13219, and [Client Organization Name]
("iConsult Client"), having an address at: [Client's official business address]

(iConsult and iConsult Client are referred to herein individually as a "Party" and collectively as the "Parties") is effective as of the first date of signature of the client (the "Effective Date").

NOW, THEREFORE, the Parties agree as follows:

2. NOTICES. Any notice given under this Agreement shall be deemed received if it is in writing and sent by hand delivery, overnight courier which provides confirmation of delivery, or certified mail, return receipt requested, to the applicable Party at that Party's address set forth below, or to such other address as such Party may designate in writing pursuant to this Section. Notices sent by certified mail shall be deemed received three (3) business days following mailing. Notices sent by hand delivery or overnight courier shall be deemed received on the date the notice was actually delivered to the recipient. All notices sent under this Section must also be sent by email.

Syracuse iConsult:

Title: Director, iConsult Collaborative
Address: 301 Myron Rd.
Syracuse, NY 13219-1277
USA
Phone: +1-315-263-6134
Email: apthomas@syr.edu

iConsult Client:

Name:
Title:
Address:
Phone:
Email:

The primary points of contact under this Agreement are as follows:

iConsult:

Name: Arthur P. Thomas
Title: Director, iConsult Collaborative
Address: 301 Myron Rd.
Syracuse, NY 13219-1277
USA
Phone: +1-315-263.6134
Email: apthomas@syr.edu

iConsult Client:

Name:
Title:
Address:
Phone:
Email:

A Party may change its address or designee by written notice to the other Party.

3. DEFINITIONS. "Proprietary Information" is information, regardless of form, that is confidential or proprietary to the Party disclosing the information (the "Discloser"), that relates to Discloser's business, products, or customers, that Discloser provides to the other Party (the "Recipient") in connection with a Collaborative Project (defined below), and that is marked in accordance with Sec. 5 of this Agreement. However:

a. Proprietary Information specifically excludes information already lawfully in the public domain or known to the Recipient without restriction (as evidenced by competent records), or generally known in the relevant trade or industry, when first received from the Discloser, and

b. Proprietary Information will lose its status as Proprietary Information hereunder if it becomes publicly available through no wrongful act of the Recipient, is lawfully disclosed to the Recipient without restriction by a source other than the Discloser or is developed by the Recipient entirely independently without use of or reference to the Discloser's Proprietary Information.

4. PURPOSE. The purpose of disclosing Proprietary Information under this Agreement is to allow the Parties to engage in collaborative projects through the program of student experiential learning known as the iConsult Collaborative (a "Collaborative Project") (collectively, the "Purpose").

5. MARKING. It is agreed by both parties that all information and materials disclosed by iConsult Client, as Discloser, to iConsult, as Recipient, shall be generally considered as PROPRIETARY INFORMATION, whether specifically marked as such or not, unless otherwise noted on the information and materials. It is agreed by both parties that, with the exception of information as noted in section 12, all other information and materials disclosed by iConsult, as Discloser, to iConsult Client, as Recipient, shall NOT be generally considered as PROPRIETARY INFORMATION unless specifically noted as such on the information and materials. iConsult, as discloser, shall mark all Proprietary Information disclosed to iConsult Client, as recipient, with an appropriate legend clearly identifying material as PROPRIETARY INFORMATION as follows: (a) physical materials such as documents, drawings, drives, etc. shall bear the PROPRIETARY INFORMATION legend on the physical material; (b) electronic material such as electronic files, emails, etc. shall bear the PROPRIETARY INFORMATION legend in the file names and subject lines, and on the actual files when displayed on a computer; and (c) orally conveyed material shall include oral notification from the Discloser to the Recipient when the material is orally conveyed that it is PROPRIETARY INFORMATION. With the exception of information as noted in section 12, iConsult Client is not responsible for the disclosure of any information by the iConsult that is not marked as Proprietary Information under this Agreement.

6. PARTICIPANTS. Unless the Parties agree in writing that a Collaborative Project is exempt from this provision, the iConsult shall require all employees and/or students involved in each Collaborative Project to execute the acknowledgment and agreement form attached hereto as Exhibit A.

7. RESTRICTIONS. Each Party agrees that it shall use reasonable care to hold in confidence and not disclose to any third party any Proprietary Information of the Discloser, except as permitted under this Agreement. Each Party shall permit access to the Disclosing Party's Proprietary Information only to those of its employees and students who have been expressly advised of the terms of this Agreement, have executed Exhibit A, and who have a need to know the Proprietary Information to participate in a Collaborative Project. Recipient may use the Proprietary Information only as is reasonably necessary for the Purpose and in connection with a Collaborative Project. Recipient may not use the Proprietary Information for any purpose other than as specifically provided by this Agreement. Recipient may electronically transmit received Proprietary Information only by using an encryption method substantially similar to that under which it was received. Recipient shall not attempt to reverse engineer, decompile or disassemble any software identified as Proprietary Information by the Discloser. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to restrict any Party from lawfully reporting waste, fraud, or abuse to a designated Government representative authorized to receive such information. Discloser shall not disclose Proprietary Information to Recipient that is not necessary to support the Purpose or work on a Collaborative Project. Recipient retains the right to refuse to accept any Proprietary Information, which it does not consider essential to the performance of Collaborative Project or which it believes to be improperly designated. Recipient shall not be liable for or responsible in the event of an accidental disclosure of Discloser's Proprietary Information so long as it was exercising reasonable care in connection with such information, provided that upon discovery of such disclosure Recipient promptly notifies Discloser of the accidental disclosure, makes reasonable

efforts to retrieve the Proprietary Information, and takes all reasonable actions requested by Discloser to retrieve the Proprietary Information.

8. ICONSULT CLIENT'S ADVISORS, CONSULTANTS, AND AGENTS. If, in order to accomplish the Purpose, a Recipient must disclose received Proprietary Information to iConsult Client's third-party advisors, consultants, or agents (defined as: people who provide advice or information to iConsult Client for decision-making, but who are not iConsult Client's employees), such disclosure is permitted provided that the iConsult Client's advisors, consultants, and agents are under written obligation to hold such information in confidence under limitations at least as restrictive as those set forth herein.

9. COMPELLED DISCLOSURE. If the Recipient becomes compelled to disclose any of the Discloser's Proprietary Information in response to a valid order by a court or other governmental body, or as otherwise required by law, it will promptly notify the Discloser of the same and the Discloser may seek a protective order or other appropriate remedy. If the Discloser does not obtain a timely protective order or other appropriate remedy, the Recipient shall disclose the Discloser's Proprietary Information as required by the order or law.

10. PROSPECTIVE SUBCONTRACTORS. If iConsult Client requests that Recipient disclose received Proprietary Information to prospective subcontractors for iConsult Client to accomplish the Purpose, disclosure is permitted, provided that the prospective subcontractors to the iConsult Client are required, through written agreement, to hold such information in confidence under limitations at least as restrictive as those set forth herein.

11. PROSPECTIVE CUSTOMERS. If the Parties are requested by a prospective customer to prepare a proposal or submission, the Parties will work together to prepare the proposal or submission and provide it to the prospective client. Neither Party will provide a proposal or submission to a prospective customer that contains the other Party's Proprietary Information without specific written permission from the Discloser and on the terms required by the Discloser, which may require that the prospective client execute a non-disclosure agreement.

12. FERPA. iConsult Client acknowledges that it may receive from iConsult, or students working on the Collaborative Project, or may come into possession of information that may constitute "Education Records" as defined by the Family Educational Rights and Privacy Act, as amended, and the United States Department of Education regulations promulgated thereunder (collectively, "FERPA"). Accordingly, iConsult Client shall use its best efforts to protect Education Records consistent with FERPA, and shall not use, disclose, or allow access to such Education Records except to iConsult as needed for its management of the student(s) engaged in the Collaborative Project.

13. WHOLLY-OWNED SUBSIDIARY. Notwithstanding the restrictions set forth herein, Recipient may disclose received Proprietary Information to employees of Recipient's wholly-owned subsidiaries, provided that such employees have a need to know the information, are working on a Collaborative Project or in furtherance of the Purpose, and have executed an agreement requiring them to handle the Proprietary Information in accordance with the terms of this Agreement.

14. NO LICENSE. Nothing in this Agreement is intended to grant any rights to either Party to any intellectual property of the other Party, nor shall this Agreement grant any Party any rights in or to the Proprietary Information of the other Party except as expressly set forth herein.

15. TERM AND TERMINATION. This Agreement will remain in effect for one (1) year following the Effective Date, and will automatically renew for successive one (1) year periods on the Effective Date each year unless sooner terminated in accordance with this Section 15 (the "Term"). Either Party may terminate this Agreement for any cause or no cause at any time by providing the other Party with written notice in accordance with Section 2 above and specifying the effective date of such termination, which shall be no less than 10 business days after providing such notice.

16. PUBLICITY. No Party will publicly refer to this Agreement or any activity governed by this Agreement or use the name of the other Party for any promotional purpose or in any news release, on any website, or in any public announcement without the prior written approval of the other Party.

17. ACCURACY OF THE WORK; REPRESENTATIONS AND WARRANTIES. If the iConsult Client provides Proprietary Information under this Agreement to iConsult for a Collaborative Project, iConsult may rely on the truth and accuracy of such Proprietary Information in working on the Collaborative Project. iConsult Client hereby represents and warrants that the contents of the Proprietary Information are true and accurate to the best of iConsult Client's knowledge. iConsult Client further represents and warrants that the Proprietary Information does not violate any law, rule, regulation, or contractual obligation to a third party or any intellectual property right of a third party.

18. EXPORT. In connection with the Collaborative Projects, iConsult requires compliance with all export control laws, statutes, regulations, decrees, rules, guidelines and policies of the U.S. Government and the Government of any country in which the Parties conduct activities related to this Agreement including but not limited to the International Traffic In Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130 (2015)) of the U.S. Department of State; the Export Administration Regulations ("EAR") (15 C.F.R. Parts 730-774 (2015)) of the U.S. Department of Commerce; the antiboycott and embargo regulations and guidelines issued under the EAR; and the various embargo regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control. iConsult Client acknowledges all of the various laws, statutes, regulations, decrees, rules, guidelines and policies imposing restrictions on import, export and transfer to other countries of certain categories of data and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data

can be disclosed hereunder, and that such licenses may impose further restrictions on use and disclosure of such data.

It is iConsult Client's sole duty and responsibility to know, understand, and advise iConsult of all laws, statutes, regulations, decrees, rules, guidelines, requirements, and policies governing the Collaborative Projects, information given to iConsult regarding the Collaborative Project, or iConsult's activities performed in connection with the Collaborative Project. iConsult has no obligation to investigate or determine whether any laws, statutes, regulations, decrees, rules, guidelines, requirements, and policies govern the Collaborative Projects, information given to iConsult regarding the Collaborative Project, or iConsult's activities performed in connection with the Collaborative Project.

At least thirty (30) days prior to beginning a Collaborative Project, iConsult Client shall provide iConsult with notice in accordance with Section 2 of all laws, statutes, regulations, decrees, rules, guidelines, requirements, and policies governing the Collaborative Projects, information given to iConsult regarding the Collaborative Project, or the iConsult's activities performed in connection with the Collaborative Project and all requirements and restrictions for the Collaborative Project, people working on the Collaborative Project, and information regarding the Collaborative Project. If iConsult is unable to comply with all legal requirements and restrictions, iConsult will decline the Collaborative Project.

19. RETURN/DESTROY. Recipient shall cease use of Proprietary Information received hereunder upon the earlier of expiration or termination of this Agreement or upon receipt of a written notice by the Discloser in accordance with Section 2. At the Discloser's direction and within a reasonable time period, Recipient will use reasonable efforts to either (a) destroy all received and reasonably accessible Proprietary Information, including copies and derivatives thereof, then in its possession or control; or (b) return all such Proprietary Information, and copies and derivatives thereof, to the Discloser. Recipient may retain one archival copy of received Proprietary Information in its legal or contracts department solely for evidentiary purposes. Notwithstanding the foregoing, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that is not reasonably retrievable and is generally considered inaccessible without the use of specialized tools or techniques will not be within the requirement for return or destruction.

20. RELATIONSHIP. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Each shall bear all costs and expenses it incurs in connection with this Agreement. Nothing herein shall obligate either Party to proceed with any Collaborative Project and each Party reserves the right, in its sole discretion, to terminate at any time discussions concerning possible Collaborative Projects.

21. INTELLECTUAL PROPERTY. All copyrights, patents, trade secrets, trademarks, or any other intellectual property ("Intellectual Property") owned by one Party prior to the date of this Agreement will continue to be owned by that Party after termination of this Agreement and the conclusion of the Collaborative Projects. However, the Parties agree that all intellectual property rights created during or in connection with the Collaborative Projects shall be owned by iConsult Client. Therefore, the individuals working on the Collaborative Projects, by each signing the form in Exhibit A, are each assigning all intellectual property rights created during or in connection with the Collaborative Project to iConsult Client.

22. INDEPENDENT EFFORTS. Nothing in this Agreement shall be construed to preclude a Recipient from (a) independently or collaboratively with another party developing information or products, or receiving information or products from others, that may be similar to or compete with a Discloser's products, systems or methods; or (b) purchasing products from another party; or (c) manufacturing products internally or collaboratively with another party, so long as Recipient complies with this Agreement.

23. ASSIGNMENT. A Party may not assign or transfer its rights or obligations under this Agreement to an assignee or successor, whether or not by operation of law, without the other Party's prior written consent.

24. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles, except for any portion hereof that is governed solely by Federal law, in which case such law shall govern. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the Parties specifically consent and agree that the New York State Supreme Court and/or the United States District Court, Northern District of New York shall have exclusive jurisdiction over each of the Parties and over the subject matter of any such proceedings, and that the venue of any such action will be in Onondaga County, New York and/or the United States District Court for the Northern District of New York, Syracuse Division.

25. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

26. HEADINGS. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

27. AMENDMENT AND MODIFICATION; WAIVER. This Agreement may only be amended, modified, or supplemented by an agreement in writing, signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

28. INTERPRETATION. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

29. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted sublicensees and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

30. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties regarding protection of Proprietary Information disclosed hereunder and supersedes, merges, and replaces any and all prior and contemporaneous communications and understandings with respect thereto. This Agreement may be signed in counterparts and may be delivered by facsimile or electronic means, each of which may be deemed an original, and all of which together constitute one and the same agreement.

31. SURVIVAL. All terms that the Parties would reasonably expect to survive termination or expiration of this Agreement shall survive, including Sections: 3, 7, 9, 12, 16, 18-22, 24, and 30.

32. AUTHORITY. The undersigned representative of each party warrants and represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is signing and to bind that party to the terms hereof.

Signature page follows:

iCONSULT:

By:



Name: Arthur P. Thomas
Title: Director, iConsult Collaborative, LLC

Date:

ICONSULT CLIENT:

By:_____
(Signature)

Printed Name:

Title:

Date:

Note: Acceptable signature formats include handwritten originals, scanned signatures, Adobe Sign, or other verifiable electronic signatures.

Exhibit A
Addendum to the
Master iConsult Collaborative Proprietary Information Agreement[2]:

As between iConsult Client and iConsult, in addition to iConsult Staff, students who are assigned to the Collaborative Project and appointed to the specific role of "Project Manager", are hereby authorized as iConsult staff to receive Proprietary Information directly from iConsult Client. Students assigned to the Collaborative Project in other roles will receive iConsult Client Proprietary Information from iConsult staff only.

Student Acknowledgment, Assignment, and Agreement:

(To be signed by all students, faculty and staff directly involved in a Collaborative Project)

I have read, acknowledged, and understood the terms and conditions set forth in the Master iConsult Collaborative Proprietary Information Agreement between iConsult Client and iConsult, and agree to be bound by its terms and abide by the requirements set forth in this Agreement regarding the handling and non-disclosure of Proprietary Information.

I also understand and acknowledge that the activities that I perform in connection with any Collaborative Project may result in the creation of intellectual property rights, which include but are not limited to trademarks, copyrights, patents, and trade secrets ("Intellectual Property Rights"). I also understand and acknowledge that all Intellectual Property Rights created in connection with any Collaborative Project are to be owned by iConsult Client. Therefore, I hereby assign, transfer, grant, convey, and relinquish exclusively to iConsult Client all of my right, title, and interest in and to the Intellectual Property Rights, if any, along with the right to recover damages and profits and all other remedies for infringements thereof; it being my intent to transfer my entire interest in the Intellectual Property Rights to iConsult Client with no reservations whatsoever, so that iConsult Client's rights will be as full and complete as if iConsult Client had created the Intellectual Property Rights. I also waive any moral rights in or associated with the Intellectual Property Rights. At iConsult Client's request, I will execute any additional documents to allow iConsult Client to give full effect to the terms of this agreement.

Signature page follows:

[2] Unless otherwise defined herein, all capitalized terms herein have the meaning ascribed to them in the Master iConsult Collaborative Proprietary Information Agreement.

Client/Organization Name	
Student Signature: or iConsult Faculty or Staff Signature:	
Printed Name:	
University/College Name	
Student University ID No:	
Student University Email Address:	
Student's Anticipated Graduation Date:	
Student's Program of Study:	
Student's home department at university or college:	
Faculty Advisor:	Director of the iConsult Collaborative
Date:	

Note: Acceptable signature formats include handwritten originals, scanned signatures, Adobe Sign, or other verifiable electronic signatures.

(Return this signed form to the iConsult Collaborative Director.)