

Exhibit B

**University of Washington
Department of _____**

Participation and Confidentiality Agreement

Student Participant name:

Participant mailing address:

Faculty Project Supervisor:

Project:

Course, quarter, and year:

Sponsoring organization:

To participate in the above-named University of Washington (“UW”) Project, you acknowledge and agree to the following obligations and conditions in this Participation Agreement (“Agreement”). If you elect not to sign this agreement you will have the opportunity to work on an alternate capstone project that fulfills the course requirements, without any penalty or loss of credit.

1. Definitions

“**Intellectual Property**” (or “**IP**”) means rights in any inventions, discoveries, patents, or works of authorship. “**Project Property**” means IP arising out of and directly related to performance of the Project, excluding scholarly publications, presentations, theses and dissertations. “**Confidential Information**” means any tangible or intangible information provided to you that is not generally known to the public, and that relates directly or indirectly to the Project. Confidential Information does not include information you can demonstrate: was in your knowledge or possession prior to disclosure as part of Project; was public knowledge or has become public knowledge through no fault of yours; was property provided to you without obligation of confidentiality or non-disclosure by an independent third party; is required to be disclosed by law, regulation, or final court order.

2. Student Understanding

You understand that this Agreement does not relieve you from otherwise complying with UW policies, and further understand and agree that, as a participant in the Project, you are bound by any obligations UW may have to third parties, including research sponsors and licensees.

3. Reporting to UW

You agree to promptly disclose to UW any and all Project Property that you develop or that you become aware of. You agree to make available any written or otherwise tangible records pertaining to Project Property upon termination of your affiliation with the Project, or at any other time UW may reasonably request.

4. Limitation on Participants

You agree not to involve others (including but not limited to UW students, employees, and visitors) in Project work unless they have signed a UW-provided Participation Agreement (such as this one) appropriate to the Project.

5. Non-Disclosure

5.1 In the course of your work on the Project, it is anticipated that you will receive Confidential Information. You agree to use the Confidential Information exclusively for performing the Project.

5.2 You agree to maintain the Confidential Information as confidential and will not disclose the Confidential Information to any third party for a period of two years following the termination of your involvement in the Project without the prior written consent of your Project Supervisor or another authorized representative of the College of Engineering's Industry Capstone Program

5.3 Upon termination of your role in the Project or upon UW's request, you agree to discontinue the use of and promptly either return or destroy all Confidential Information within 30 days from receipt of written notice, without retaining copies. Upon UW's request, you shall provide written confirmation that you have returned or destroyed all Confidential Information as necessary to fulfill UW's contractual obligations to third parties.

6 Permission

For Project Property you own personally, you hereby grant to UW and to Sponsoring Organization a paid-up, royalty-free, non-exclusive, worldwide right to use such Project Property for any purpose, including but not limited to the sublicenseable right to make, use, sell, import, display, reproduce, create derivative works, distribute, and perform such Project Property. Excluded from this license are scholarly works for which you must assign copyright ownership to a publisher.

7 Contract Conflicts

You agree to identify below any agreements with or obligations to others in conflict with this Agreement, including but not limited to: (i) participation under other UW projects, sponsored research agreements, or technology licenses with terms and conditions incompatible with your participation in the Project; (ii) employment or post-employment agreements with present and prior employers other than UW; (iii) consulting contracts; (iv) service provided as a member of a

technical or advisory board to a third party; and (v) any other external commitments. You agree not to share with UW, or use in the Project, any proprietary information of any prior employer or any third party.

8 Relationship of Parties

You understand and agree that in participating in the Project you are acting voluntarily as a student in pursuit of your academic endeavor, and not in any way as an employee of UW. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between you and UW. Neither you nor UW shall have the authority to act for or bind the other in any respect.

9 Miscellaneous

Any failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision. This Agreement is the final and complete understanding between you and UW concerning the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, representations and agreements, whether written or oral. This Agreement may not be modified in any manner, except by written agreement signed by you and an authorized representative of UW.

Participant Signature _____

Date _____

Project Supervisor Concurrence _____

Date _____

List any and all additional conditions or conflicting agreements and obligations on a separate page and attach to this Agreement.