



### Student Non-Disclosure Agreement and Intellectual Property Acknowledgement

University:	Student:
Location:	Signature: <span style="float: right;">Date:</span>
Faculty Member:	Class:
Authorized Account Name:	Authorized Computer (MAC address):

By this agreement Motorola and the Student listed above agree to participate in a class project in which information, computer programs and related documentation and other materials (referred to as "Materials") will be furnished by Motorola on a restricted basis for the purpose of furthering the education goals of the University and Student, and the commercial purposes of Motorola. The purpose of the disclosure of Materials by Motorola is to test and evaluate the Materials and receive direct feedback from the Students. The Materials are more particularly identified on Attachment A to this form, which the Student acknowledges are subject to protection by Motorola under the contractual protections of this agreement and also as may be available at law for the protection of confidential, proprietary information, by copyright, or other intellectual property rights.

It is understood that all Materials provided to the Student by Motorola must not be disclosed, documented, or shared by the Student with any other individual or third party except as provided in this agreement or subsequently agreed in writing by Motorola. The Student shall not reverse engineer, de-compile, or disassemble any software Materials provided to Student. All Materials remain the property of Motorola and will not be copied or reproduced without the express written permission of Motorola, except as required to fulfill the requirements of the Class project. It is also understood that Motorola retains all rights to all original source code and execution code files. All Materials must be returned to Motorola at the conclusion of the Class. No license to Materials is created expressly or by implication except for the limited right to use authorized by this Agreement.

The Student will provide to Motorola such feedback and results of its use of the Materials as may be reasonably requested by Motorola.

The University or the Student may publish the results of the Student's Class work in accordance with the Publication Review Requirements set forth on Attachment B, or such other review provisions as may be agreed between Motorola and the University.

The Student's signature above constitutes an acknowledgement and agreement to the provisions of this Agreement.

Accepted and Agreed:  Motorola, Inc. By _____ Title _____ Date of signing _____
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## ATTACHMENT A

### RESTRICTED MATERIALS

Plug-in for a (commercial) software development tool (Telelogic TAU) that can encapsulate software for crosscutting concerns and then automatically instantiate and incorporate this software in many places in the original software. This plug-in is based on a new paradigm in software development called Aspect-Oriented Software Development

## ATTACHMENT B

### PUBLICATION REVIEW REQUIREMENTS

This review procedure will be applicable in the event the Student desires to publish or otherwise make available for public dissemination the results of testing and evaluation of Motorola's Materials. It is Motorola's intention to authorize such public dissemination, for non-commercial purposes, subject to the protection of Motorola's confidential and proprietary information, contractual requirements with third parties, and Motorola's other intellectual property rights.

The Student must submit a copy of any proposed publication or other disclosure of the Materials or results of its testing and evaluation to Motorola at least 30 days prior to publication or disclosure. In the event Motorola determines that the proposed publication or disclosure contains information that Motorola has not authorized for publication or disclosure, Motorola will inform Student within such 30-day period, and the Student will be permitted to revise the publication in a manner consistent with the protection of Motorola's rights, and with Motorola's further express written approval. In the event Motorola determines patentable subject matter of Motorola is disclosed in such submission, and it desires to seek patent coverage, it will notify the Student within such 30 day period, and use all reasonable efforts to file its patent application(s) within 90 days of such submission, during which time Student will withhold publication or other disclosure of the designated patentable subject matter.