



Non-Disclosure Policy

A. Bellin College will share proprietary information with Students as part of their educational program that consists of intellectual property, course content and materials. This policy covers the appropriate use of this content and the non-disclosure terms set forth between the Student, Bellin College and Evidence in Motion .

B. Definition of Confidential Information.

1. For purposes of this Policy, “Confidential Information” means any information or material which is proprietary to Bellin College and/or Evidence in Motion, whenever and however disclosed, in any manner, whether verbally, electronically, visually, or in written or other tangible form, including, but not limited to: web-based video presentations, PowerPoint presentations, course syllabi, examinations, case studies, lab manuals, and any other information that should reasonably be recognized as confidential information of Bellin College.

2. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

3. The Student acknowledges that the Confidential Information is proprietary to Bellin College and/or Evidence in Motion, has been developed and obtained through great efforts by Bellin College and Evidence in Motion, and that Bellin College and Evidence in Motion regards all of its Confidential Information as trade secrets to which the Student is provided access.

C. Protection of Confidential Information. During the program, Bellin College will disclose Confidential Information to the Student as part of the educational curriculum. The Student understands and acknowledges that this Confidential Information has been developed or obtained by Bellin College and/or Evidence in Motion through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset to Bellin College used in the delivery of physical therapy education and training, and needs to be protected from improper disclosure. In consideration for the receipt by the Student of the Confidential Information, the Student agrees as follows:

1. No Disclosure. The Student will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Bellin College and/or Evidence in Motion.

2. No Copying/Modifying. The Student will not copy or modify any Confidential Information without the prior written consent of Bellin College (and Evidence in Motion when appropriate).

3. Unauthorized Use. The Student shall notify and advise Bellin College immediately if the Student becomes aware of any possible unauthorized reproduction, modification, disclosure or use of the Confidential Information, and will cooperate with Bellin College in any proceeding against any third parties necessary to protect Bellin College’s rights with respect to the Confidential Information.

D. Unauthorized Disclosure of Information. If it appears that the Student has disclosed, reproduced, or used Confidential Information in violation of this Policy, Bellin College shall be

entitled to an injunction or other remedies to restrain the Student from disclosing the Confidential Information in whole or in part.

E. Limited License to Use. The Student shall not acquire any intellectual property rights under this Policy except the limited use of Confidential Information for personal professional physical therapy education. The Student acknowledges that, as between Bellin College and the Student, the Confidential Information and all related copyrights and other intellectual property rights, are the property of Bellin College, even if suggestions, comments, and/or ideas made by the Student are incorporated into the Confidential Information or related materials.

F. Term & Termination. The terms and conditions under this Policy shall take effect on the date set forth in the Student Letter of Agreement with Bellin College (paragraph A), continue for the duration of the Student's program, and remain in effect for three (3) years following graduation or withdrawal from the program.