



## **AutoDrive Challenge™ II** **Terms of Participation Agreement**

I, \_\_\_\_\_, am a participant/volunteer/supplier (circle one) in the AutoDrive Challenge™ II, and understand that I may be privy to information of a confidential and/or sensitive nature throughout the duration of the four-year competition cycle (including workshops, onsite events, and trainings) culminating in the final onsite event in June, 2025.

All information (whether in audio, visual, drawing, graphical, written, or computer form or any other form) that belong to or is administered by SAE International that is marked or communicated at the time of presentation to be “Confidential”, “Secret” or “Proprietary” is proprietary to SAE International or its event contributors and is subject to restrictions on its use (“Confidential Information”). Due to the nature of the Confidential Information and how the Confidential Information may be shared, the designation may be included on a document name, a file name, a coversheet, or a cover letter.

The primary points of contact with respect to the transmission and control of Confidential Information exchanged between hereunder are designated by the respective parties as follows:

SAE International	University
Contact: Zac Pace	Dr. Gary Neal
Email: <a href="mailto:Zac.Pace@sae.org">Zac.Pace@sae.org</a>	<a href="mailto:gln103@psu.edu">gln103@psu.edu</a>

Both parties are subject to applicable U.S. export laws and regulations. SAE International shall identify any export controlled information or materials as such prior to providing such information or materials to the University. The University shall have the right to limit or decline receipt of said export controlled information or materials.

Neither party shall be liable to the other party for any cost, expense or risk of liability arising out of efforts of the other party in connection with performance of this Agreement.

I further understand that the unauthorized disclosure of any such information could cause irreparable harm to the company and/or companies to which such information is lawfully titled.

With these considerations in mind, I agree to the following:

1. I understand that I will not use information of a confidential or sensitive nature to further my personal interest, nor shall I violate the privacy and confidentiality of information entrusted to me to which I may gain access, unless disclosure is otherwise required by legal authority.
2. I will diligently protect all confidential and sensitive information from unauthorized disclosure, including, but not limited to face-to-face discussions with outside parties and social media engagement (i.e., Facebook, Twitter, Snapchat, blogging, etc.). I will abide

by the "Information Sharing Protocols", as separately identified and distributed to all participants/volunteers/suppliers in association with the AutoDrive Challenge II event.

3. I will seek guidance from my supervisor/advisor or an appropriate event staff member when unsure of the correct decision or approach regarding appropriate use, confidentiality, or access of information, and will do so BEFORE sharing any information.
4. I will immediately report any incidents of personal noncompliance or noncompliance of colleagues or other participants with the terms of this agreement to his/her supervisor/advisor or an appropriate event staff member.
5. The obligations with respect to disclosing and using Confidential Information clearly identified, are not applicable if the same is:
  - (a) shown by a participant/volunteer/supplier to be in the public domain at the time of receipt or that it came into the public domain in breach of this Agreement by me or by any other party in breach of any other obligation of confidentiality owing to the discloser of the confidential information; or
  - (b) contained in written records in your files prior to the date of its receipt from discloser; or
  - (c) disclosed or used with the prior written approval of discloser; or
  - (d) demonstrated in my written records to have been developed independently of disclosures made hereunder; or
  - (e) lawfully disclosed to me on an unrestricted basis by a third party under conditions permitting such disclosure; or
  - (f) disclosed by me in response to a legal mandate by order of a court or administrative body, after I promptly notified discloser and provided a reasonable opportunity to oppose such order.
6. I understand that the obligations with respect to disclosing and using Confidential Information, as set forth herein, shall begin on date of addition and signature as an official team member commence as of the June 30, 2025, and remain in effect for three (3) years immediately following.
7. I understand that participation in the event shall not be construed as a teaming, joint venture or other such arrangement; and that the intellectual property of all event contributors shall remain their own, unless otherwise agreed to in writing.
8. I understand that any dispute arising from participation in the AutoDrive Challenge II shall be governed by the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date



\_\_\_\_\_  
Gary Neal - Faculty Advisor

\_\_\_\_\_  
Signature of Student Advisor (for Student)

\_\_\_\_\_  
Printed Name and Title