

# Project 23a3: Sonar for the Visually Impaired

## Final Design Report

ENGR 461  
June 6, 2014

Project Sponsor: Quality of Life Plus Lab

Group Members:  
Anastasia Newark  
Edwin Ng  
Scott Terhorst

**WARNING: By reading this document,  
you agree to the following terms.**

**PROJECT REFERENCE:** Discussions and information related, but not limited, to the business or operations of The Quality of Life Plus Program, a Virginia not-for-profit corporation having a place of business at 6748 Old McLean Village Drive, McLean, Virginia 22101 (“QL+”), and/or its collaboration pursuant to a certain Restatement agreement dated 6 June 2014 with the California Polytechnic State University Foundation, a California nonprofit public benefit corporation and the California Polytechnic State University, San Luis Obispo, CA 93407 (“Cal Poly”), or any subject matter incidental or related thereto, including, if applicable, subject matter related to the following named project undertaken at Cal Poly (Project title: Sonar for the Visually Impaired), which may include the participation of one or more participating students identified herein below (the “Students”), the foregoing being referred to as the “Purpose.”

**THIS AGREEMENT** is to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to the Recipient solely for the Purpose.

**WHEREAS,** the parties desire to assure the confidential status of information which may be disclosed to the Recipient;

**NOW, THEREFORE,** in reliance upon and in consideration of the following undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. QL+ possesses competitively valuable Confidential Information, as hereinafter defined, regarding its business plans, projections and opportunities, current products, future products, research and development, technology, and general business operations, including those related to the Purpose. Recipient is contemplating entering or has entered into a business relationship with QL+ or Cal Poly and/or the identified Students pursuant to the Purposes and in connection therewith may need to review QL+'s Confidential Information and/or related materials.

2. “Confidential Information” shall mean, but is not limited to, any nonpublic information involving the Company’s business, business plans, business projections, business opportunities, current products, future products, research, development, general business operations, supply arrangements, business practices, merger activities, acquisition activities, license agreements, business arrangements, trade secrets, patent applications or ideas, data, work in process, marketing plans, product improvements, product schematics or drawings, descriptive materials, specifications, software (source code or object code), technology, sales and customer information, and financial or personnel matters or any such information related to the Purpose, that QL+ or the identified Students or Cal Poly faculty discloses, orally, in writing, visually or makes available in any form or format to Recipient, whether or not marked "CONFIDENTIAL," "PROPRIETARY," or with any other restrictive or proprietary legends.

“Confidential Information” shall not include any materials or information which the Recipient shows: (i) was at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Recipient; or (ii) was legally known to the Recipient at the time of disclosure; or (iii) was furnished to the Recipient by a third party who legally obtained said information and had the right to disclose it.

3. Recipient shall not disclose any Confidential Information to third parties for a period of three (3) years following the termination of its relationship with the QL+ or three (3) years from the date of this Agreement, whichever is longer, except to Recipient’s employees, officers, or directors as provided below. Notwithstanding the foregoing, Recipient shall not at any time disclose to any third party any Confidential Information comprising a trade secret of QL+, without QL+’s prior written permission. Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, provided Recipient shall give QL+ reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

4. Recipient shall take security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient may disclose Confidential Information or related materials only to Recipient’s employees, officers or directors on a need-to-know basis. Recipient shall instruct and obligate all employees, officers, or directors given access to the Confidential Information to maintain confidentiality and to refrain from making unauthorized copies. Recipient shall maintain appropriate written agreements with its employees, officers, directors, parent, subsidiaries, affiliates or related parties, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.

5. Confidential Information and related materials may be disclosed, reproduced, summarized or distributed only in pursuance of the Purposes of Recipient’s business relationship with the Company, and only as otherwise provided herein. Recipient agrees to segregate all such related materials from the confidential materials of others to prevent commingling.

6. Recipient shall notify QL+ immediately upon discovery of any unauthorized use or disclosure of Confidential Information or related materials, or any other breach of this Agreement by Recipient, and will cooperate with QL+ in every reasonable way to help QL+ regain possession of the Confidential Information and/or related materials and prevent further unauthorized use or disclosure.

7. At the termination of this Agreement or at the request of QL+, Recipient shall return all originals, copies, reproductions and summaries of Confidential Information then in Recipient’s possession or control, including the permanent deletion or removal of all copies housed electronically, or, at QL+’s option, certify destruction of the same.

8. Recipient acknowledges that monetary damages will not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that QL+ shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. All Confidential Information and related materials are and shall remain the sole and exclusive property of the Company. By disclosing information to Recipient, QL+ does not grant any express or implied right to Recipient to or under any of the Company's Confidential Information or trade secrets. No rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement. Nothing in this Agreement grants the Recipient the right to retain, distribute, or commercialize any Confidential Information belonging to QL+.

10. The Recipient shall not use Confidential Information for any purpose or in any manner which would constitute a violation of any laws or regulations. The Recipient hereby agrees that it will not in any way attempt to obtain, either directly or indirectly, any information regarding any Confidential Information from any third party whom the receiving party knows has been employed by, provided consulting services to, or received in confidence information from, the Company.

11. All Confidential Information and Materials are provided "AS IS" and QL+ makes no warranty regarding the accuracy or reliability of such information or materials. QL+ shall not be liable for any expenses, liabilities or losses of any kind incurred or any action undertaken by the Recipient as a result of the receipt of Confidential Information or related materials.

12. Recipient agrees that it shall adhere to all U.S. Export Administration laws and regulations and shall not export or re-export any technical data or products received from QL+ or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by both QL+ and the U.S. Government.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

14. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of QL+, its agents, or employees but only by an instrument in writing signed by an authorized officer of QL+. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

15. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to

recover reasonable attorneys' fees, costs, expenses and necessary disbursements in addition to any other relief to which it may be entitled.

16. This Agreement shall be construed and governed by the laws of the State of California without regard to choice of law provisions.

17. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

18. The rights and obligations of the parties hereto will bind and inure to the benefits of their respective successors, heirs, executors, and administrators and permitted assigns. Recipient shall not assign or delegate its obligations under this Agreement either in whole or in part, without QL+'s prior written permission; any such purported assignment or delegation shall be void.

19. Neither party shall issue a press release or make any other public statement that references this Agreement or the existence of a relationship between the parties without the express and prior written consent of the other party.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, as of the date first written above.

This Agreement does not and shall not be construed to create any partnership, joint venture or agency relationship whatsoever as between the parties and neither party shall, by reason of any provision herein contained, be deemed to be the partner, joint venture, agent or legal representative of the other nor shall either have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party.