

INTERNSHIP NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

This **Internship Non-Disclosure Agreement**, hereinafter known as the ("**Agreement**"), is entered into on the ____ day of _____, 20____, between _____, referred to as the "**Intern,**" and _____, referred to as the "**Sponsor.**"

Collectively, the aforementioned intern and sponsor shall be known as the "**Parties**", and agree as follows:

DEFINITION OF TERMS

1. KNOWLEDGE AND EXPERIENCE. When referring to the "Internship Program," the Sponsor is understood to be the person or organization that offers the Intern a job so they can gain knowledge and experience in a field that will be worthy of justification of value under state and local laws. The intern consents to participate in the internship program unpaid and to follow any and all rules and regulations imposed by the sponsor and its internship program. The Intern does not have the right to act on behalf of the Sponsor at any time as an employee.

2. CONFIDENTIAL INFORMATION. Confidential information shall include, but not be limited to, documents, records, information, and data (whether oral, written, or electronic), schedules, product plans, marketing strategies, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications, and other business-related information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. . Any and all analyses, compilations, products, studies, and other data or material created by or under the Intern's possession or control and containing, including, referencing, reflecting, or otherwise originating from any Confidential Information are also considered Confidential Information. Confidential Information may be disclosed orally, in writing, electronically, or in another way. The intern acknowledges that Sponsor has not represented or warranted, either expressly or impliedly, the accuracy or completeness of any Confidential information provided to the intern.

3. FORM OF DISCLOSURE. The term "confidential information" refers to information that is not permanently recorded and can be expressed verbally, visually, orally, or in some other way. It is not necessary for the information to be expressly marked as confidential or proprietary for it to be deemed confidential.

4. PERIOD OF CONFIDENTIALITY AND NON-USE. The Intern shall keep all Confidential Information received from Sponsor in strict confidence for a period of [TIME PERIOD] following the Effective Date and shall not use or disclose the Confidential Information for its own or any other party's benefit, unless necessary to fulfill its

obligations to Sponsor under any business agreement it may enter into with Sponsor. The Intern must take at least as much care to prevent disclosing or using the Confidential Information as it does with respect to its own proprietary, confidential, and secret information of comparable importance and any situation with at least a reasonable level of care. All Confidential Information will only be made available to Intern's employees, agents, and representatives who "need to know" about it in order to carry out its obligations to the Sponsor under any business agreement it may enter into with the Sponsor. Confidential Information will only be used for fulfilling Intern's obligations to the Sponsor under any business transaction it may enter into with the Sponsor. Anyone who is granted access to the confidential information by or on behalf of Intern must abide by the terms of this Agreement and be bound by it.

5. EXCLUSIONS. Information will not be considered confidential information, and the intern will not be subject to any confidentiality obligations or usage restrictions with regard to any information that:

5.1. Intern had knowledge, possession and documentation of such information prior to Sponsor disclosing it to Intern; or

5.2. Becomes publicly known without Intern's wrongful act and/or without Sponsor's breach of duty;

5.3. was received from a third party without restrictions on Sponsor's use and disclosure of such information; or

5.4. is permitted to be disclosed by written consent from the Sponsor; provided, however, that unless notice of said prior knowledge and possession or receipt from a third party is given to the Sponsor within thirty (30) days of receipt of the information from the Sponsor or from a third party, respectively, it will be assumed conclusively that the said information was not previously in the Intern's knowledge and possession or obtained from a third party.

6. DISCLOSURES REQUIRED BY LAW. If Intern is required to disclose Confidential Information provided to Intern by Sponsor by government or court order, or by a similar process, Intern shall notify Sponsor promptly of such request so that Sponsor may seek an appropriate protective order and/or waive Intern's compliance with this Agreement.

7. INDEMNIFICATION. In the event that Intern uses or discloses Confidential Information in violation of the terms of this Agreement, Sponsor, its affiliates, owners, employees, officers, directors, consultants, agents, or representatives will be compensated, indemnified, and held harmless. In this Agreement, the term "affiliates" refers to any people, businesses, partnerships, limited liability companies, or other legal entities that directly or indirectly control, are controlled by, or share common control with a party to this Agreement. The term "control" refers to having the ability to directly or indirectly cause the direction of management or policies (whether through contract-based or other ownership of securities).

8. NO PUBLIC COMMENT. Without the prior written consent of Sponsor, Intern shall not directly or indirectly make any public comments, statements, or communications regarding, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or purpose, or any transactions contemplated by the parties therewith.

9. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE. Any unauthorized use or disclosure of Confidential Information or any other violation of this Agreement by Intern or a third party shall be reported to Sponsor immediately by Intern, and Intern will assist Sponsor in any way that is practical in regaining possession of the Confidential Information and preventing any further unauthorized use or disclosure.

10. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION. Every piece of confidential information given to the intern belongs to the sponsor and will always do so. The Intern shall promptly return all Confidential Information (including all originals, copies, reproductions, and summaries of such Confidential Information) upon the written request of the Sponsor, or certify its destruction in writing, and shall maintain the confidentiality and secrecy of such information in accordance with this Agreement.

11. NO LICENSE. This Agreement does not grant or confer any rights or licenses to Intern in or to any Confidential Information disclosed by Sponsor to Intern as a result of this Agreement, either expressly or by implication. This includes, without limitation, rights or licenses under Sponsor's current or future patents, patent applications, copyrights, trademarks, service marks, trade secrets, or other proprietary information.

12. SURVIVAL. In accordance with the terms of this Agreement, Intern's obligations of non-disclosure shall remain in effect until all Confidential Information has been returned to Sponsor or destroyed.

13. RELATIONSHIP. Each party hereto shall be deemed an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement, and this Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort, or agency arrangement.

14. NO WAIVER. No rights in invention or development that either party had at the time this Agreement was signed are waived. Additionally, no rights or actions under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws are implied by this Agreement. Any term of this Agreement shall not be deemed waived by the failure to enforce any provision thereof.

15. BINDING AGREEMENT. The Sponsor, its subsidiaries, successors, assigns, legal representatives, and all corporations controlling the Sponsor or controlled by the Sponsor are also bound by the terms of this Agreement, as are Intern, its subsidiaries, successors, assigns, and legal representatives, as well as all corporations controlling the Intern.

16. INJUNCTIVE RELIEF. Intern understands and agrees that any use or dissemination of Confidential Information in violation of this Agreement will cause Sponsor irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information, and that Sponsor may be left with no adequate remedy at law; therefore, Sponsor shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

17. PREVAILING PARTY. The party that prevails in any legal action to enforce any rights arising out of or related to this Agreement may be entitled to reasonable attorneys' fees and costs.

18. GOVERNING LAW. In accordance with this Agreement, the laws of the State of [STATE] shall apply, to this agreement.

19. ASSIGNMENT. No assignment of this Agreement by Intern is permitted without the prior written consent of Sponsor.

20. ENTIRE AGREEMENT. All prior and collateral communications, reports, and understandings between the parties regarding Confidential Information are superseded by this Agreement. Changes, modifications, alterations, or additions to any provision must be in writing and signed by an authorized representative of both parties.

21. SEVERABILITY. The validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected if a court of competent jurisdiction determines, in its sole discretion, that any provision of this Agreement (or any portion thereof) is invalid, unlawful, or unenforceable.

22. HEADINGS. These headings are included only for convenience and have no bearing on the interpretation.

23. COUNTERPARTS. One or more counterparts, including a facsimile copy, may be executed. Every counterpart shall have the same instrument, and all counterparts shall be originals.

In Witness Whereof, I, the Intern, have read and agreed to the above Agreement.

Signature Intern _____ Date _____

Name in Print _____