

NON-DISCLOSURE AGREEMENT (NDA)

INTERNSHIP PROGRAM

BETWEEN: CODEIDEA SOLUTIONS (the "Company")

AND:

(the "Intern") [Year] [Department][Institution] [Intern Address] [City, State, ZIP Code]

Date: _____

1. PURPOSE AND SCOPE

This Non-Disclosure Agreement ("Agreement") is entered into in connection with the Intern's participation in the internship program at Codeidea Solutions for a period of three (3) months, commencing on 23 June 2025 and ending on 19 September 2025.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall include, but not be limited to:

- **Technical Information:** Software code, algorithms, system designs, technical specifications, development methodologies, programming techniques, database structures, and technical documentation
- **Business Information:** Business plans, strategies, financial information, customer lists, supplier information, pricing models, marketing plans, and sales data
- **Proprietary Information:** Trade secrets, know-how, inventions, processes, methods, and proprietary technologies
- **Client Information:** Customer data, client communications, project details, and any information related to Company's clients or potential clients
- **Internal Information:** Employee information, organizational structure, internal communications, meeting discussions, and company policies
- **Project Information:** Details about ongoing or planned projects, research and development activities, and future product roadmaps
- **Third-Party Information:** Any confidential information belonging to Company's clients, partners, or suppliers that the Company has access to

Any information that is disclosed orally, visually, electronically, or in written form and is marked or identified as confidential, or which a reasonable person would understand to be confidential based on the nature of the information and circumstances of disclosure.

3. CONFIDENTIALITY OBLIGATIONS

The Intern agrees to:

3.1 Non-Disclosure

- Maintain absolute confidentiality of all Confidential Information
- Not disclose, reveal, or communicate any Confidential Information to any third party without prior written consent from the Company
- Not discuss Confidential Information in public places or where it may be overheard by unauthorized persons

3.2 Non-Use

- Use Confidential Information solely for the purpose of performing internship duties
- Not use Confidential Information for personal benefit or for the benefit of any third party
- Not exploit any Confidential Information for commercial purposes

3.3 Protection Measures

- Take reasonable precautions to protect Confidential Information from unauthorized disclosure
- Use the same degree of care to protect Confidential Information as would be used to protect the Intern's own confidential information, but in no event less than reasonable care
- Secure all documents, files, and materials containing Confidential Information

4. EXCEPTIONS

The confidentiality obligations shall not apply to information that:

- Is or becomes publicly available through no breach of this Agreement by the Intern
- Was known to the Intern prior to disclosure by the Company, as evidenced by written records
- Is independently developed by the Intern without use of or reference to Confidential Information
- Is required to be disclosed by law or court order (with prior written notice to the Company)

5. RETURN OF MATERIALS

Upon termination of the internship or upon request by the Company, the Intern shall:

- Immediately return all documents, materials, equipment, and property belonging to the Company
- Delete all Confidential Information from personal devices, cloud storage, and any other location
- Provide written certification of compliance with these return obligations
- Not retain any copies, notes, or derivatives of Confidential Information in any form

6. INTELLECTUAL PROPERTY

6.1 Company Ownership

All work products, inventions, discoveries, improvements, and intellectual property created during the internship shall belong exclusively to the Company.

6.2 Assignment

The Intern hereby assigns to the Company all rights, title, and interest in any intellectual property developed during the internship period using Company resources or relating to Company business.

7. EXCLUSIVITY AND FULL-TIME COMMITMENT

7.1 Full-Time Internship

The Intern acknowledges that this is a full-time internship requiring exclusive dedication during the internship period.

7.2 No Concurrent Employment

During the internship period, the Intern agrees not to:

- Accept employment, consulting, or freelance work with any other company, organization, or individual
- Participate in any other internship programs, whether paid or unpaid
- Engage in any academic projects or research for other institutions or organizations that may conflict with Company duties
- Provide services to competitors or any entity operating in similar business domains

7.3 Prior Approval Required

Any external activities, including voluntary work, part-time studies, or personal projects that may impact the Intern's availability or performance, must receive prior written approval from the Company.

8. NO SOLICITATION

During the internship period and for three (3) months thereafter, the Intern agrees not to:

- Solicit or attempt to solicit any employees of the Company to leave their employment
- Solicit or attempt to solicit any clients or customers of the Company for competing business purposes
- Use Company's client lists or customer information for personal or third-party benefit

9. RESEARCH AND PUBLICATION AGREEMENT

9.1 Research Paper Commitment

The Intern agrees to collaborate with the Company in preparing and publishing a research paper based on work conducted during the internship period.

9.2 Publication Terms

- The research paper shall be jointly authored by the Intern and designated Company representatives
- Company name "Codeidea Solutions" shall be appropriately acknowledged and credited in all publications
- The Intern agrees to list Company affiliation in author credentials
- All publication activities shall comply with confidentiality obligations outlined in this Agreement

9.3 Approval Process

- Any research findings, data, or content intended for publication must receive prior written approval from the Company
- The Company reserves the right to review and approve the final manuscript before submission
- Publication timeline and target journals/conferences shall be mutually agreed upon

9.4 Intellectual Property in Publications

- Any intellectual property, inventions, or discoveries arising from the research shall remain the property of the Company
- The Company grants permission for academic publication while retaining all commercial rights
- Future use of published research for commercial purposes requires separate written agreement

10. DIGITAL SECURITY AND SOCIAL MEDIA

The Intern agrees to:

- Not post, share, or publish any Company-related content on social media without prior approval
- Not photograph, record, or screenshot any confidential materials or work environments
- Comply with all Company IT policies and security protocols
- Not use personal devices to store or transmit Confidential Information unless authorized

11. REMEDIES AND ENFORCEMENT

11.1 Irreparable Harm

The Intern acknowledges that any breach of this Agreement would cause irreparable harm to the Company for which monetary damages would be inadequate.

11.2 Injunctive Relief

The Company shall be entitled to seek injunctive relief, specific performance, and other equitable remedies without prejudice to any other rights or remedies it may have.

11.3 Damages

The Intern shall be liable for all damages, costs, and expenses (including reasonable attorney's fees) incurred by the Company as a result of any breach.

12. DURATION

This Agreement shall remain in effect during the internship period and shall survive termination of the internship for a period of five (5) years, except for obligations regarding trade secrets, which shall survive indefinitely.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior agreements.

13.2 Modification

This Agreement may only be modified in writing signed by both parties.

13.3 Severability

If any provision is found unenforceable, the remainder of the Agreement shall remain in full force and effect.

13.4 Governing Law

This Agreement shall be governed by the laws of Tamil Nadu, India without regard to conflict of law principles.

13.5 Jurisdiction

Any disputes shall be resolved in the courts of Coimbatore Jurisdiction.

SIGNATURES

INTERN

Name:

Sign:

Date: