

Non-Disclosure Agreement (NDA) for Interns

IMPORTANT: This form is only for Interns not associated with a supplier and must be completed for the individual to obtain access to Accenture systems.

Interns associated with a supplier are covered by the agreement between Accenture and the third party and are not required to sign individual NDA forms.

If a contract or other agreement which already has the necessary confidentiality language exists, use that contract instead of filling out this form.

Non-Disclosure Agreement (NDA) for Interns

To avoid Enterprise ID processing delays for your intern, please follow these instructions.

1. Enter the Requestor's Enterprise ID and Intern's Enterprise ID (e.g., john.x.doe), if known, at the bottom of Page 1.
2. Ask the Intern to **complete the fields** on Page 3
 - a. *Full Legal Name*: Intern's name printed
 - b. *By*: Intern's signature
 - c. *Home Address*: Intern's home address
 - d. *Date*: Date NDA is signed
3. **Submit** the request in [IQNavigator](#) following these instructions:
 - a. Login to the **Enablement Request** buyer organization in [IQN](#)
 - o Either: Select Enablement Request from the drop-down list in the log in box presented
 - o Or: **Change** the buyer organization on the top right-hand side of the screen if you enter IQN directly
 - b. **Create - Enablement Request** and complete the form
 - o If a request is already in progress, find it in **Manage - Enablement Requests**, click on the **ID - Version** link to open then **Edit** the request
 - c. Upload the completed NDA document to the **Additional Attachments** field in the **External Resource Demographics Information** section
 - d. **Submit** the request

Requestor's Enterprise ID (*Required*): _____
(Please clearly print in English the ID of the Requestor associated with this NDA).

Intern's Enterprise ID (*If known*): _____
(If known, please clearly print in English the Enterprise ID to which this NDA applies).

INTELLECTUAL PROPERTY AND NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("**Agreement**") is entered into between Accenture, and the recipient identified below ("**Recipient**").

Recipient agrees as follows:

1. **Background.** Recipient is being provided with access to Accenture's proprietary computer systems and Accenture information which Accenture considers confidential and which (a) relates to Accenture's and/or its affiliate's past, present and future research, development, business activities, products, software, hardware, services, and technical knowledge, and (b) has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information").
2. **Use.** Recipient may use Confidential Information only for its designated purpose in relation to its dealings with Accenture and not for any other purpose. Recipient agrees to abide by all applicable Accenture policies that are made available to Recipient. Except as reasonably required for the purpose of its use, Recipient will not copy or reproduce Confidential Information of Accenture without Accenture's prior written consent.
3. **Protection.** Recipient agrees not to disclose the Confidential Information to any third party. In addition, if Recipient is not an individual and has employees, Recipient will restrict access to the Confidential Information to its employees engaged in a use permitted by this Agreement, provided that such employees have entered into a non-disclosure agreement having substantially similar terms as this Agreement.
4. **Ownership.** The Recipient agrees that any rights title and interest whatsoever in the Work Product shall belong exclusively to Accenture. The Recipient hereby conveys ownership in such rights, title and interest to Accenture upon inception or development. Confidential Information disclosed under this Agreement will remain the property of Accenture. Accenture does not grant any express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights in its Confidential Information under this Agreement.
5. **Return.** Recipient will return or destroy all Confidential Information (including copies) that was made available to the Recipient under this Agreement upon request by Accenture or termination of this Agreement.
6. **Data Privacy.** In any case where Recipient will access, handle or use any data that relates to or identifies any natural person ("personal data") in connection with its dealings with Accenture or an Accenture client, Recipient will:
 - (a) Access, handle, and use such personal data only as needed in order to perform its Services under this Agreement or in order to comply with applicable laws or court orders;
 - (b) Follow any instructions provided by Accenture to Recipient relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, and disclosure of personal data;
 - (c) Maintain commercially reasonable policies and procedures to protect the privacy, integrity, and confidentiality of such personal data;
 - (d) Notify Accenture immediately in the event of any breach of the security of such personal data, and cooperate with Accenture and/or an Accenture client in any post-breach investigation or remediation efforts;
 - (e) Notify Accenture promptly in the event that Recipient is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any such personal data to any person other than Accenture, an Accenture client, or another subcontractor expressly approved to receive such personal data by Accenture or an Accenture client; and
 - (f) Return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from Accenture.
7. **Exceptions.** Nothing in this Agreement prohibits or limits Recipient's use of any information (i) previously known to Recipient (as documented in writing), before it was received from Accenture, (ii) independently developed by Recipient without use of the Confidential

- Information, (iii) acquired by Recipient from a third party which was not, to the Recipient's knowledge, under an obligation to Accenture not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement by Recipient.
8. **Compelled Disclosure.** If Recipient receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, the Recipient will promptly notify Accenture and tender to Accenture the defense of such demand. Unless the demand is timely limited, quashed or extended, the Recipient will then be entitled to comply with such demand to the extent required by law. If requested by Accenture (or its representative), the Recipient will reasonably cooperate in opposing such a demand.
9. **Publicity.** Recipient may not use the name, trade name, trademark, logo, acronym or other designation of Accenture externally in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the Accenture.
10. **General Provisions.**
- (a) This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, conditions, and warranties and whether oral or written, and whether by either party, any of their affiliates, or any of their employees, officers, directors, agents or shareholders. This Agreement may be executed by facsimile.
 - (b) Recipient may not assign its rights or delegate its duties or obligations under this Agreement without prior written consent of Accenture.
 - (c) This Agreement can only be modified by the mutual written agreement of the parties. Nothing in this Agreement is intended to confer on any third party any benefit or any right to enforce any term of this Agreement.

Agreed and Accepted:

**If under the age of 18, this must also
be signed by a parent or legal guardian**

NAME: _____

PARENT/GUARDIAN NAME:

(Print Intern's Full Legal Name in English)

(Please Print)

By: _____

(Intern's Signature)

(Parent/Guardian Signature)

Home Address:

Date: _____