

Non-Disclosure Agreement (NDA) for Interns

IMPORTANT: This form is only for Interns without a supplier association and must be completed for the individual to obtain access to Accenture systems.

For all other external resources (Suppliers, Independent Contractors, Clients, or Interns associated with a supplier), a supplier contract or client agreement with Accenture-approved confidentiality language is required.

- **For EREES*-supported external resources, EREES will notify you if you must supply a contract or other agreement.**
- **For India, Japan, or other approved exceptions, submit the contract, agreement, or MSA via email to Global.ID.Team@accenture.com or fax at +1 312 737 4899.**

To avoid Enterprise ID enablement delays for your Intern, please follow these instructions:

1. Enter the Requestor's Enterprise ID and Intern's Enterprise ID (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 following the instructions below

Resource Type	Method:	Submission Instructions:
A. EREES*-Supported	IQNavigator	<ul style="list-style-type: none">• Login to the Enablement Request buyer organization in IQN<ul style="list-style-type: none">○ Either: Select Enablement Request from the drop-down list in the log in box presented○ Or: Change the buyer organization on the top right-hand side of the screen if you enter into IQN directly• Create - Enablement Request and complete the form<ul style="list-style-type: none">○ 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• Upload the completed NDA document to the Additional Attachments field in the External Resource Demographics Information section• Submit the request
B. Non-EREES-Supported (<i>India, Japan, or other approved exception</i>)	myAccess	<p>You may either:</p> <ul style="list-style-type: none">• Email a copy of this completed form with a reference to the Enterprise ID to Global.ID.Team@accenture.comOR• Fax all pages of this form to +1 312 737 4899

***EREES = External Resource Enablement & Exit Services**

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.)

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("**Agreement**") is entered into between Accenture, and the recipient identified below ("**Recipient**"). "Accenture" shall mean Accenture LLP and its affiliates, which means any entity, whether incorporated or not, that is controlled by or under common control with Consultant or Accenture LLP, a public limited company incorporated in Ireland (registration number 471706) and its successors, and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.

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.** 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:

NAME: _____
(Print Intern's Full Legal Name in English)

By: _____
(Intern's Signature)

Home Address: _____

Date: _____