

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is an Agreement between:

I. Infosys Limited, with its registered office at Electronics City, Hosur Road, Bangalore 560 100 (“**Infosys**”) including its employees, affiliates, and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective _____ (“**Effective Date**”); and **II. [Intern Name]** residing at:

_____ and interning with Infosys (the “**Intern**”).

Infosys provides the Intern with access to its Confidential Information, on the terms and conditions set out herein below:

1. For the purposes of this Agreement, “**Confidential Information**” shall mean any information disclosed to the Intern or obtained by the Intern from Infosys, its affiliate companies, or its customers in connection with, and during the term of this Agreement. Confidential Information may be information disclosed to the Intern either orally, visually, in writing (including graphic material) or by way of consigned items.
2. The Intern shall treat Confidential Information as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential or proprietary information so received, and shall not make use of such information, wholly or in part, other than for the purpose of completing the tasks assigned to him/her during the course of the internship, or at all after the term of internship, without the prior written consent of Infosys.
3. The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of 16 weeks. The Intern shall take all reasonable security precautions during this period, to protect the secrecy of the Confidential Information.
4. In case of breach, Infosys shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.
5. Upon request of Infosys, any written information subject to this Agreement shall be returned to Infosys.
6. All Confidential Information, and any Derivatives thereof whether created by the Intern or Infosys, remain the property of Infosys and no license or other rights to Confidential

Information is granted or implied hereby. For purposes of this Agreement, “**Derivatives**” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. Consultant further acknowledges that all original works of authorship which are made by Consultant (solely or jointly with others) within the scope of and during the term of the Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the applicable legislations.

7. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Infosys, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Infosys.
8. 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.
9. This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore.
10. All obligations created by this Agreement shall survive change or termination of the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

INFOSYS LIMITED



Sushanth Tharappan
SVP and Head Human Resources - Infosys Limited

INTERN

I have read, accept and agree to the terms set forth in this letter.

Date: _____, _____

Sign your name

Print your name

Location

