Non-­Disclosure Agreement (NDA)

# Non­-Disclosure Agreement

This One-way Non-­Disclosure Agreement ("Agreement") is entered into effective date of **March 22, 2022,** between:

**Accenture**, hereinafter referred to as the "Disclosing Party"

And

**Web and Mobile Applications Development (WMAD) track’s Student Intern under Accenture Technology Learning Program (ATLP) together with their Guardian,** hereinafter referred to as the "Recipient Party".

For the purpose of preventing the unauthorized disclosure of Confidential Information from the Disclosing Party as defined below, the Recipient Party must comply with this NDA.

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. Trade secrets, Business processes, and other private engagements to an intern such as the process, questions, and other information of a Job Interview are also considered confidential.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. **Consequences of Disclosure.** If the Receiving Party is still under the Internship Program of the Disclosing Party and discloses any Confidential Information of the Disclosing Party, the Receiving Party will receive a failing grade on their Internship Program. If the Receiving Party is not under the Internship Program of the Disclosing Party anymore and discloses any Confidential Information of the Disclosing Party, legal action can be filed against the Receiving party.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

**Student** **:** **Guardian:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attach your Student’s ID below:** **Attach your Guardian’s ID below:**

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