

Tusculum University

Career Services Internship

Confidentiality & Nondisclosure Agreement

In requesting and accepting a Career Services Internship Placement (“Placement”) (e.g. placement for a job-shadow opportunity or internship), I _____ acknowledge that I understand that I am expected to uphold Tusculum University (“Tusculum”) rules and policies while in this position with _____ (“Host”) and that certain information deemed "highly confidential" non-public information (the "Confidential Information" or the “Information”), may be revealed to me orally or in written form. By signing this Tusculum University Career Services Internship & Nondisclosure Agreement (“Agreement”), I agree to the following terms in that regard:

Confidentiality. While working for Host and thereafter, I shall hold in strictest confidence and shall not, directly or indirectly, orally or in writing, disclose to any person or entity, or use for the benefit of myself or others, any Confidential Information (as defined below), except in connection with and for the benefit of Host’s business and in strict compliance with the Host’s rules, policies and directives, or otherwise as expressly permitted in writing by Host, or as otherwise permitted under this agreement.

Definition of Confidential Information. Confidential Information includes, but is not limited to, the following: Any and all information related to Host documents, materials, ideas, data or other information which relates to the Host’s research and development, trade secrets, or business affairs, or which is marked as confidential and disclosed by Host and any confidential and/or proprietary information and technology related to Host, in whatever form, including, but not limited to, any and all: (i) business plans, methods, and practices; (ii) information regarding marketing and customers/clients, personnel, and suppliers; (iii) inventions, processes, methods, data, techniques, developments, products, patent applications, and other proprietary rights; (v) specifications, designs, drawings, sketches, models, samples, prototypes, tools, and equipment; (vi) formulae, analyses, computer programs, prices, and projections; (vii) improvements and know-how related thereto or concerning Host’s technology, research and development activities and products, and (viii) any other commercial, financial, and/or technological information. Information shall be deemed to include any and all such information which has been or may be disclosed, directly or indirectly, by or on behalf of Host, irrespective of form.

Consideration. I agree that, in consideration of being furnished with the Confidential Information and in consideration of experience and/or employment connected to this role/position/opportunity, I agree to abide by the terms of this Agreement. As used herein, the term “person” shall be broadly interpreted to include, without limitation, any corporation, partnership, trust, limited liability company, other entity or individual.

Permissible Disclosure. In the event that I become legally compelled (by oral questions, interrogatories, requests for Information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Information, I shall provide Host with prompt written notice so that Host may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Host is unable to obtain a protective order or other appropriate remedy, or if it so directs me, I shall furnish only that portion of the Information that I am advised by written opinion of counsel is legally required to be furnished by me; and I shall exercise my reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Information.

Breach. I shall be responsible for any breach of Agreement by me, and I hereby agree to indemnify and hold Host, its directors, officers, members, agents, representatives, successors and assigns harmless from and against any loss, damage, injury, settlement, judgment, award, fine, penalty, fee, charge, cost or expense (including interest and reasonable attorneys' fees), and any claim or other liability or obligation arising from or related to any disclosure by me of any portion of the Information. Additionally, I hereby agree to indemnify and hold Tusculum, its directors, officers, members, agents, representatives, successors and assigns harmless from and against any loss, damage, injury, settlement, judgment, award, fine, penalty, fee, charge, cost or expense (including interest and reasonable attorneys' fees), and any claim or other liability or obligation arising from or related to any disclosure by me of any portion of the Information.

Status. Additionally, I am being provided the Placement opportunity as a student of Tusculum and, as such, in addition to any civil or criminal liability which may attach, failure to demonstrate proper conduct, may result in serious consequences with regard to the placement and within the Tusculum student conduct system (up to and including suspension or expulsion).

Remedy. If I breach or threaten to breach any provision of this agreement, both Host and Tusculum will be entitled to all remedies available at law or in equity, including, without limitation, termination of my affiliation, injunction, restraining order, a decree of specific performance, damages, and recovery of attorney fees and other expenses related to enforcement of this Agreement. No failure or delay by Host or Tusculum in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any provision of this Agreement is found by a court to be invalid or unenforceable, there will be automatically substituted therefore a provision as similar thereto as possible that is valid and enforceable

By signing and returning a copy of this document, I am indicating agreement with the foregoing, whereupon this letter will constitute a valid and binding agreement enforceable under Tennessee law.

Signature

Date

Witness Signature

Date

Revised Date: 8/22/18