

CONFIDENTIALITY AGREEMENT FOR STUDENT-INTERN

replace with
LOGO

Internship Program
[Coordinator's Name]
[School Name]
[Street Address]
[City, ST ZIP Code]
Phone: [phone] | **Fax:** [Fax]
[Email] | [Website]

Intern Name: _____

Internship Site: _____

Year of Internship: 20 _____ - 20 _____ **Semester:** _____

RATIONALE

A **confidentiality agreement** outlines the terms under which sensitive information will remain privileged and private. The parties to a confidentiality agreement may be a combination of individuals and businesses. One party may disclose confidential information to the other, or both parties to the confidentiality agreement may have exchanged information with each other.

Confidential information in the context of a confidentiality agreement is fairly broad. It encompasses things like business ideas or concepts to more detailed plans to develop something. Other forms of intellectual property benefit from stronger statutory protections, such as copyright and trademarks under the *Copyright Act 1965* and the *Trade Marks Act 1995*. Confidential information, however, is more difficult to protect under these laws, which is why a confidentiality agreement can be extremely useful and effective as a means of safeguarding the sensitive nature of the information.

INFORMATION PROTECTED BY THIS CONFIDENTIALITY AGREEMENT

Not all information can be protected under a confidentiality agreement. A confidentiality agreement will only be able to protect information that has the necessary quality of confidence. In other words, you can't make someone keep information confidential that is already public knowledge. That is not to say that the confidentiality agreement will be invalid if the information is not original, novel or inventive. Rather, the confidential information must be confidential in character. There must be some basis for its secrecy, as opposed to being merely unknown by other parties.

The validity of confidentiality agreements can come into question if the circumstances under which the confidential information is shared or disclosed are not actually confidential at all. The context in which the information is shared must be such that the parties would have understood the confidential nature of the information. In some cases, parties to a confidentiality agreement will go to great lengths to protect the confidential information, even pursuing legal action against the party allegedly in breach of their contractual obligations. If you wish to take legal action against another party to a confidentiality agreement, contact a contract lawyer for legal advice on how to proceed.

VERIFICATION OF OBLIGATION

I understand that in the course of my internship experience I may have access to and be involved in the processing of verbal, written, computer generated, computer accessed, filmed, and/or recorded information related to clients, employees, and staff or the organization or business.

I understand that I am required to maintain confidentiality of this direct or indirect information at all times, both during and after my internship experience.

I understand that I will not share, discuss, or reveal any of this information with anyone.

I understand that any breach of confidentiality may result in disciplinary action, including termination from the Internship Program (*with the status of 'Failure' placed on my permanent transcript*) or legal action.

I certify by my signature that I acknowledge being informed of the confidentiality policy concerning confidential information or its treatment.

I agree to adhere to and uphold the private and privileged information therein.

Student-Intern MUST sign in the presence of the Internship Program Coordinator.

Intern Name: _____
(printed full legal name)

Intern Signature: _____
(full legal name signature)

Witnessed By: _____
(internship coordinator signature)

Date: _____

Note: A copy of this form should be kept in the student's Internship Program folder in addition to providing a copy to the Internship Site Mentor.