

# STUDENT NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between Data Application Lab ("Company") and \_\_\_\_\_ ("Student") for the purpose of receiving certain confidential information of Company to enable the Student to undertake the project.

Student hereby agrees as follows:

1. Student agree to hold in confidence and keep confidential information that received from the Company. This includes, but is not limited to:
  - (a) technical information concerning Disclosing Party's research projects, technical memoranda and correspondence, formulas, designs, devices, diagrams, software code, test results, processes, inventions; and
  - (b) Disclosing Party's business information, including but not limited to cost information, policies, strategies, finances, pricing, legal documents, pay rates, customers, accounting and unpublished financial information, applicant lists and applicant information, purchasing techniques, supplier lists and supplier information and marketing, production or merchandising systems or plans.
2. Student agree to not disclose any confidential information to any third party (including other applicants, potential applicants or the general public) and agree to not use such information for any purpose except education and job application.
3. Student agree to compensate the Company for losses it incurs as a result of negligent, reckless, or intentional disclosure of Confidential Information, meaning that student will pay for any damages student cause, including legal costs.
4. All Confidential Information delivered by Company to Student will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by Student upon Company's request.
5. This Agreement may not be modified except by written instrument signed on behalf of each party. Either party may assign this Agreement to a parent corporation, to a wholly owned subsidiary or a successor of substantially all of the business or assets of the party. This Agreement embodies the entire agreement and understanding of the parties and terminates and supersedes all prior independent agreements and under takings between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the state of California. All notices, requests or consents given in connection with this Agreement shall be given in writing and sent by first class mail, postage prepaid, telegram, teletype, telex, cable or email to the addresses listed at the end of this Agreement, unless either party notifies the other party of a different address.

## Description of Project:

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Executed as of the date and year first above written:

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_