



EXAMPLE STUDENT NON DISCLOSURE AGREEMENT

This unilateral non disclosure agreement (“**Agreement**”) is entered into as of the last date signed by the parties below (“**Effective Date**”). As between Leadership Initiatives, a Maryland corporation having its principal place of business at 4410 Massachusetts Ave., NW #236 Washington, DC 20016 including all of its subsidiaries (“**Leadership Initiatives**”), and the undersigned individual _____ whose affiliation with Leadership Initiative is either as a Student participant or parent of a student who is Participating the summer program known as Advanced Law & Trial Summit (“**Recipient**”). Both parties agree that any disclosed Confidential Information, as defined below, provided by the disclosing Party and anything obtained during the summer program known as Advanced Law & Trial Summit (as "**Owner**"), to the receiving Party, (as "**Recipient**"), for the limited purpose stated herein (the "**Purpose**"), shall be treated in accordance with the following provisions:

1. "**Confidential Information**": For the purpose of this Agreement, the term “Confidential Information” shall include, but is not limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how experimental results,

specifications and other business information, any information provided by clients of Leadership Initiatives or their partners relating to the information obtain through the partnership agreement between Leadership Initiatives, Goodwin Weber PLLC, Georgetown University and summer high school interns affiliated with Leadership Initiatives. Specifically, Confidential Information will include all information obtained in this program including, but not limited to, client information protected under attorney-client privilege with the summer internship program referred to as Advanced Law & Trial Summit between Leadership Initiatives students and Goodwin Weber PLLC. Confidential Information will include any information which is furnished to the Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether or not such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the other Party, which contain, include, refer to or otherwise reflect or are generated from any Confidential information.

However, Confidential Information does not include:

- (a) any information generally available to the public;
- (b) widely used programing practices or algorithms;
- (c) information rightful in the possession of the Parties prior to signing this Agreement; and
- (d) information independently developed without the use of any of the provided Confidential Information.

2. Purpose of Confidential Information. The Confidential Information described above is being disclosed to the Recipient for the Recipient's use solely to help facilitate the internship program hosted by Goodwin Weber PLLC and Leadership Initiatives. ("**Purpose**") In this program, Goodwin Weber PLLC, a law firm practicing in Maryland, the District of Columbia, and Virginia will be providing summer interns the opportunity to assist in legal cases. Anything disclosed to the students and/or anyone part of this Non-Disclosure Agreement is part of an attorney-client privilege created by Goodwin Weber PLLC and their client. In the course of the program, individuals will have access to confidential client information. It is the parties of this contract interest and guarantee that no information will be revealed and will remain protected as though a direct attorney client privilege has been created between the Parties here and the legal client being represented by Goodwin Weber PLLC.

3. Disclosing Period. This Agreement governs only that Confidential Information disclosed by Owner to Recipient during the period commencing on the Effective Date and continuing thereafter for a period of the entire internship program period and partnership with Goodwin Weber PLLC, Leadership Initiatives and Georgetown University and the summer program referenced to as Advanced Law & Trial Summit.

4. Continuing Obligation. In addition to maintaining the confidentiality of Owner's and the summer program's disclosed Confidential Information during the Disclosing Period, after the Disclosing Period, Recipient has a continuing obligation to maintain the confidentiality of Owner's disclosed Confidential Information. This Obligation will continue and have no set expiration date. ("**Continuing Obligation**").

5. Obligation Exemptions. Recipient's obligations hereunder will not apply, or shall cease to apply, to that Confidential Information which Recipient can establish: (i) was not identified as required by the duties set forth in this Agreement; or (ii) was in the public domain by acts not attributable to Recipient or otherwise available to the public other than by breach of this Agreement; or (iii) was rightfully in possession of Recipient prior to receiving it from Owner; or (iv) becomes available to Recipient without restriction on disclosure from a source other than Owner who is in rightful possession with the lawful right to provide it to Recipient without a duty of confidentiality; or (v) is independently developed by Recipient without use of or reference to the Confidential Information; or (vi) is otherwise agreed in writing to be no longer restricted by Owner.

6. Standard of Care. Recipient shall only use Owner's Confidential Information for the Purpose. Recipient shall protect the disclosed Confidential Information by using at least the same degree of care, but no less than a reasonable degree of care, as it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination. Recipient shall not copy, distribute, speak or disseminate any of the Confidential Information to any unauthorized persons or entities without the Owner's express prior written consent and Recipient shall limit access to the Confidential Information to only those authorized employees or agents of Recipient having a need to know and who have confidentiality agreements with or obligations to Recipient with terms no less restrictive than the terms of this Agreement.

7. **Return or Destruction of Confidential Information.** Upon the Owner's request, Recipient shall promptly return any and all documentation and other materials containing any Confidential Information of the Owner without retaining any copies thereof, or instead at the Owner's option and request, the Recipient shall destroy all such materials and documentation and shall provide a certification, signed by an officer, that all such materials and documentation have been destroyed.
8. **Mandatory Disclosure Exemptions.** Nothing herein shall restrict Recipient's right to disclose the Confidential Information where such disclosure is required by written order of a judicial, legislative, or administrative authority of competent jurisdiction, or is necessary to establish its rights under this Agreement, provided, however that, in each case, Recipient will first notify Owner promptly of such need or requirement and cooperate with Owner in limiting the scope of the proposed disclosure.
9. **Equitable Relief Availability.** Recipient acknowledges that an unauthorized disclosure of the Confidential Information may cause irreparable harm to Owner for which no adequate remedy at law exists and that, in addition to any other remedies which may be available, Owner shall be entitled to seek injunctive relief to enforce the terms of this Agreement. Moreover, Recipient understands **that the concept of the privileged communications between a lawyer and a client also extend to an attorney's support staff, including interns and contractors hired to assist the lawyer.** The Recipient listed here fall within this category and this NDA incorporates a client-privilege relationship with the clients of Goodwin Weber PLLC. Failure to maintain the confidentiality of the information, may expose Recipient to consequences separate from that of Leadership Initiative and this agreement including, but not limited to, legal liability.

10. No Waiver of Rights. The rights and remedies of the parties, as set forth in this Agreement, are not exclusive and are in addition to any other rights and remedies provided by law. Additionally, the invalidity in whole or in part or condition of this Agreement shall not affect the validity of any other part or condition.

11. Transfer Restrictions. Recipient will not transfer any disclosed information received hereunder to any country, person(s) or organization prohibited from obtaining such data according to any national export regulation, (e.g., U.S. Department of Commerce Export Administration Regulations), without first obtaining all valid export licenses and authorizations. Neither party will disclose or provide to any employee or agent of the other party any information subject to the licensing provisions of the International Traffic In Arms Regulations (ITAR) or the Export Administration Regulations (EAR) without the prior written notice to and advance approval by an authorized representative of the other party.

12. Incorporating Rules of Professional Conduct Rule 1.6. Incorporated into this Confidentiality Agreement/Non-Disclosure Agreement is the District of Columbia Attorney Rules of Professional Conduct Rule 1.6. A free copy of this rule must be read prior to signing this Agreement at the following link: <https://www.dcbbar.org/bar-resources/legal-ethics/amended-rules/rule1-06.cfm>. Rule 1.6 applies not only to attorneys, but to Recipient listed in this agreement through affiliation of the program provided by Leadership Initiatives. By signing below, Recipient is certifying that they have read

Rule 1.6 of the Rules of Professional Conduct. This Agreement will be subject to interpretation and enforcement in the Courts of the District of Columbia.

13. No Relationship Established. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither party has any further obligation hereunder to transact any business whatsoever with the other party.

14. Written Modifications. All modifications to this Agreement must be made in writing and must be signed by an authorized representative of the parties.

15. Limited Purpose. This Agreement is solely for the purpose of governing the disclosure(s) of Confidential Information between the parties as set forth herein. In the event that the parties enter into an agreement with each other concerning the purchase or sale of products or services, the provisions of such agreement concerning confidentiality of information shall supersede and prevail over any conflicting provisions of this Agreement.

16. Authority. Owner warrants that it has the right to make the disclosure of the Confidential Information contemplated by this Agreement.

17. Governing Law. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Maryland, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Montgomery County, Maryland. Each Party

irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

18. Notice. All notices must be in writing and addressed to the relevant party at its address set out in the preamble. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

19. Entire Understanding. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

20. Capacity. The parties signing this agreement agree that if the Student is under 18, the parent is signing on both their behalf and the Parent themselves. This agreement and all parts of it will apply to both the *parent* and the *student* who participate in Leadership Initiatives Summer Program.

SIGNATURE PAGE TO FOLLOW

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

FOR: LEADERSHIP INITIATIVES, INC.

By: *Marshall J. Bailly II*

Name: Marshall Bailly

Title: Executive Director

Date:

FOR: _____

By: _____

Name:

Title: Student Intern

Date:

FOR: PARENT/GUARDIAN

By: _____

Name:

Title: Parent/Guardian

Date