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## FUQUA CLIENT CONSULTING PRACTICUM Confidentiality Agreement

The Fuqua Client Consulting Practicum (FCCP) is a for-credit course of the Fuqua School of Business, Duke University. The FCCP is an experiential course that blends business scholarship with real-world application of those learnings. The application occurs in a team-based, client-consulting setting. FCCP potential clients have applied to the FCCP program at Fuqua, and in the course of that application, have agreed to provide information, as needed, to ensure the quality and completion of the consulting experience. Students derive educational benefit from the FCCP experience. In return for those benefits, students agree to keep confidential any business information provided by or gleaned from the FCCP experience with the client.

The undersigned ("I" or "the Student") is enrolled as a student at Duke University, Fuqua School of Business (the "School") in the Fuqua Client Consulting Practicum ("FCCP") course for academic credit. As consideration for, and as a condition of engaging jointly with a project (the "Project") developed by \_\_\_\_\_, or any of its subsidiaries, divisions or business units (collectively, the "Company"), I hereby agree with the Company on \_\_\_\_\_ ("Effective Date") as follows:

**1. Company Confidential Information.** I shall not reveal to any person or entity any information of the Company that is not readily available to the public (hereinafter "Confidential Information"), except to employees of the Company who need to know such Confidential Information for the purposes of the Project, or as otherwise authorized by the Company in writing. Confidential Information shall include, but not be limited to, information relating to Company processes, products, prices, customer data, business procedures and finances, trade secrets, formulas, inventions, computer programs and systems, improvements, and other developments. I shall keep secret all matters entrusted to me and shall not use or attempt to use any Confidential Information except as may be required for completion of the Project, nor shall I use any Confidential Information for my own benefit or the benefit of others or in any manner that may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly. Upon conclusion of the Project, if requested by the Company I shall deliver all Confidential Information (whether in electronic or tangible form) that is in my possession to appropriate personnel of the Company. The Company agrees and recognizes that the Student's activities will be shared with Faculty and Staff of the School for the purposes of grading the Student's progress in the FCCP. **Violation of this paragraph shall be considered a violation of the Honor Code of Duke University, Fuqua School of Business. Violation of this Honor Code subjects the Student to a variety of penalties, including but not limited to expulsion from the school.**

**2. Third Party Confidential Information Further use** Nothing in the foregoing paragraphs 1 shall prohibit me from disclosing on my resume or in interviews for employment during or after the

term of the Project, the general nature of the Project, or the name of the Company as a participant in the FCCP.

**3. Term of Agreement.** The period of this agreement will commence on the Effective Date shown above and end twelve (12) months thereafter.

**4. No Promise of Employment.** Nothing in this Agreement shall be construed as a promise by the Company for employment by the Student. I understand I am not an Employee of the Company.

**5. Return of Information.** Upon the termination of the Project, for any reason, or at any time the Company may request, I shall thereupon deliver up to the Company all documents, plans, drawings, letters, notebooks, reports or other papers and copies thereof containing confidential information or other information of the Company which are then in my possession or control.

**6. Enforceability.** Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

**7. Successors and Assigns.** N/A

**8. Applicable Law.** The laws of the State of North Carolina will govern the interpretation, validity and effect of this Agreement without regard to its place of execution or place of performance.



Duke University  
The Fuqua School of Business

Company: \_\_\_\_\_

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

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

FCCP Faculty Member, Duke University

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

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

FCCP Project Member, Duke University Student

Sign: \_\_\_\_\_

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



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

FCCP Project Member, Duke University Student

Sign: \_\_\_\_\_

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

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

FCCP Project Member, Duke University Student

Sign: \_\_\_\_\_

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

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

FCCP Project Member, Duke University Student

Sign: \_\_\_\_\_

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

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

FCCP Project Member, Duke University Student

Sign: \_\_\_\_\_

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

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

FCCP Teaching Assistant, Duke University Student

Sign: \_\_\_\_\_

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