**STUDENT NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement ("Agreement") is entered into on this\_\_\_\_day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date"), by and between:

**Amicis Research Center** ("Disclosing Party"), at **28494 Westinghouse Pl Suite 107 Valencia CA 91355**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Receiving Party"), participating at **13356 Eldridge Ave, Sylmar CA 91342**

**Student Name [Print] [Los Angeles Mission College]**

The Disclosing Party and the Receiving Party shall collectively be referred to as the "Parties" and individually as a "Party."

WHEREAS, the Receiving Party, as a student, is seeking to gain valuable experience and knowledge by working at the clinical research site ("Site") operated by the Disclosing Party; and

WHEREAS, the Receiving Party, as a student, is seeking to gain valuable experience and knowledge by working at the clinical research site ("Site") operated by the Disclosing Party; and

WHEREAS, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party in connection with the Receiving Party's work at the Site;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Confidential Information:
	1. The Receiving Party acknowledges that during their work at the Site, they may have access to confidential and proprietary information belonging to the Disclosing Party, including but not limited to, patient data, research methodologies, protocols, formulas, databases, trade secrets, business plans, financial information, and any other information that is disclosed orally, in writing, or by any other means (collectively referred to as "Confidential Information").
	2. The Receiving Party agrees to hold all Confidential Information in strict confidence and to use it solely for the purpose of performing their duties at the Site. The Receiving Party shall not disclose, publish, or use the Confidential Information for any other purpose without the prior written consent of the Disclosing Party.
	3. The obligations of confidentiality set forth in this Agreement shall continue during the Receiving Party's engagement with the Site and shall survive the termination or expiration of their association with the Site.
2. Non-Disclosure and Non-Use:
	1. The Receiving Party agrees not to disclose or reveal any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or as necessary for the performance of their duties at the Site.
	2. The Receiving Party further agrees not to use the Confidential Information for their personal benefit or for the benefit of any third party without the prior written consent of the Disclosing Party.
3. Security and Care:
	1. The Receiving Party shall take all reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure.
	2. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure, loss, or theft of Confidential Information.
	3. Upon termination of the Receiving Party's association with the Site or upon the Disclosing Party's request, the Receiving Party shall return or destroy all tangible and intangible materials containing or embodying the Confidential Information and shall provide written certification of such destruction or return.
4. Remedies:
	1. The Parties acknowledge that a breach of this Agreement may cause irreparable harm to the Disclosing Party. Therefore, in the event of a breach or threatened breach of any provision of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedies available under applicable law, in addition to any other rights or remedies it may have at law or in equity.
	2. The prevailing party in any legal action or proceeding to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.
5. Entire Agreement:
	1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.
	2. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
6. Governing Law and Jurisdiction:
	1. This Agreement shall be governed by and construed in accordance with the laws of [Your

jurisdiction], without regard to its conflict of laws principles.

6.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located within [Your jurisdiction].

IN WITNESS WHEREOF, the Parties have executed this Nondisclosure Agreement as of the Effective Date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_

Amicis Research Center

CEO Tyrone Rosales

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

Student Signature

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Student Name [Printed] Student Home Address