

# TELECOMMUTING (MINOR) INTERNSHIP AGREEMENT

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## TELECOMMUTING INTERNSHIP AGREEMENT (the "Agreement")

I, on behalf of my minor child \_\_\_\_\_ ("Participant"), hereby acknowledge that Participant has voluntarily elected to participate in a non-credit summer internship at \_\_\_\_\_ ("Company"), from approximately \_\_\_\_\_ and end on \_\_\_\_\_. In consideration for being permitted by \_\_\_\_\_ to participate in the internship, I hereby acknowledge and agree to the following:

Representations: I represent that: (1) Participant is not a party to any agreement that would prohibit him/her from entering into internship with the Company; (2) no trade secret or proprietary information belonging to previous employers, if any, will be disclosed by Participant to the Company and that no such information, whether in the form of documents, memoranda, software, drawings, etc., will be retained by me or Participant or given by Participant to the Company; and (3) I have brought to the Company's attention and provided it with a copy of any agreement, order of any court or administrative body or any other similar item that may impact Participant's internship at the Company, including but not limited to any non-disclosure, non-competition, non-solicitation or invention assignment agreements containing future work restrictions.

Certification of Fitness to Participate: I attest that Participant is physically and mentally fit to participate in the internship and that Participant do not have any medical record of history that could be aggravated by participation in the internship.

Nature of Internship: By signing below, I acknowledge that I have consented Participant to participate in this unpaid internship and that my enrollment of Participant is elective and voluntary. I recognize that if credit is available from Participant's school for participation in the internship that the Company is willing to work with me to meet any requirements for receiving credit.

I further acknowledge that: (1) the training in the field of \_\_\_\_\_ is similar to and enhances instruction given in studies at \_\_\_\_\_; (2) the internship is for Participant's benefit to receive training and mentoring, and to provide valuable experience for future job selection, application, and performance in the field of \_\_\_\_\_; (3) Participant will work under the close observation of mentors at the Company; (4) unless advised otherwise, Participant is not entitled to a job at the conclusion of the internship period; (5) Participant is not entitled to wages or other compensation other than his/her experience and

learning for the time spent as an intern for the Company; and (6) that the internship does not create an "employment" relationship under the Fair Labor Standards Act ("FLSA") or any other definition, and the FLSA's minimum wage and overtime provisions do not apply.

Discontinuation: I acknowledge that (1) I have the right to terminate Participant's participation in the internship at any time and that the Company has that same right as well; and that (2) a termination shall not affect any post-internship terms mentioned in the Agreement.

Workplace: As a telecommuting internship, I agree that Participant will perform work on my premises and that it is a safe workspace for telecommuting work. I understand that I remain liable for injuries to third persons and/or members of my family on my own premises. I agree to defend, indemnify and hold harmless the Company, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons or damage to property caused, directly or indirectly, by the services provided herein by Participant or by Participant's willful misconduct, negligent acts or omissions in the performance of the duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Company. I acknowledge that there are certain risks inherent in this internship and any other similar internship. I acknowledge that all risks cannot be prevented and I assume those risks are beyond the control of the the Company.

Confidentiality & Copyrights Assignments: I agree to ensure that Participant shall abide by all the rules and requirements of confidentiality required by the Company.

During Participant's internship and (if the internship is discontinued for any reason whatsoever) thereafter, Participant and I agree to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform obligations to the Company, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information (as defined below) that I or Participant obtain, access or create during the term of the internship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine, of Participant or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Company and that I or Participant will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant me or Participant a license in or to any of the Confidential Information.

"Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks,

processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Participant called or with whom Participant became acquainted during the internship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

“Inventions” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I and Participant understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I and Participant understand that “Company Inventions” means any and all Inventions that Participant may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the internship.

I and Participant agree to assign to the Company, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Company’s business, which the Participant may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of Company’s equipment, supplies, facilities, assets, or Company Confidential Information, or which may arise out of any research or other activity created in the scope of Participant internship.

In consideration for Participant position at the Company, and disclosure of the information, I and Participant agree as follows: (1) on the end of Participant association with the Company, Participant will promptly return all Proprietary Information and all copies, extracts, and other objects or items in which it may be contained or embodied; (2) promptly notify the Company of any unauthorized release of Proprietary Information within my or Participant control; (3) follow the Company’s strict policy that interns must not disclose, either directly or indirectly, any information, including any of the terms of this letter, regarding compensation to any person, including other employees of the Company; provided, however, that you may discuss the terms of this letter with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice; and (4) any breach by Participant of the provisions in this section could cause the Company to suffer irreparable harm and no adequate remedy at law would be available in respect thereof. Accordingly, I agree that upon any such breach, the Company shall be entitled to

seek equitable relief, as well as such further relief as may be granted by a court of competent jurisdiction.

Choice of Law: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of California.

Miscellaneous: (1) If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby; (2) the failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights; (3) neither party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other party; (4) this letter reflects the entire agreement regarding the terms and conditions of Participant's internship. Accordingly, it supersedes and completely replaces any prior oral or written communication on this subject; and (5) this letter may not be modified or amended except by a written agreement, signed by the Company and by you.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

\_\_\_\_\_  
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I certify that I have custody of Participant or am the legal guardian of Participant by court order. I have read this Agreement and fully understand and agree to its terms.

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Received by:

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