

INTERN AGREEMENT
Revised [MONTH, YEAR]

NATURE OF UNPAID INTERNSHIP

Congratulations on commencing your internship with the offices of _____ (the “Firm”). We look forward to mentoring you regarding [trademarks and intellectual property].

By signing below, you acknowledge that you have consented to participate in this unpaid internship. Note that if credit is available from your school for participation in an internship we are glad to work with you to meet any requirements for receiving credit.

You further acknowledge that:

- The training in the field of [trademarks], and in analysis, writing and research skills, is similar to and enhances instruction given in [law school];
- The internship is for your benefit to receive training and mentoring, and to provide valuable experience for future job selection, application and performance in the field of [law];
- You agree to work under the close observation of [attorneys] and other staff at the Firm;
- Unless advised otherwise, interns are not entitled to a job at the conclusion of the internship period; and
- You are not entitled to wages for the time spent as an intern for the Firm.

Your further agree 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.

CONFIDENTIALITY

In connection with your work as a intern, _____ (the “Firm”) has disclosed or may disclose to you confidential client information, attorney-client privilege information, business information, software programs, databases, technical information or other proprietary company information (“Proprietary Information”).

In consideration for your position at the Firm, and disclosure of the information, you agree as follows:

1. You will hold in confidence and not possess, use, or disclose any Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by the Firm, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying

information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.

2. On the end of your association with the Firm, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied.

3. You will promptly notify the Firm of any unauthorized release of Proprietary Information within your control.

4. You agree that all intellectual property rights, including copyright, in all works of authorship created in the scope of your internship, during hours which you are interning for the Firm, or on equipment and property of employer, are owned by the Firm. All such works or portions of works created by you are “works made for hire” as defined in 17 U.S.C. § 201.

5. This Agreement is governed by the laws of the [Commonwealth of Virginia] without respect to its rules on the conflict of laws. The Agreement may be modified or waived only in writing.

Signature:

Signature:

[NAME OF EMPLOYER]

Name:

Date

Date