

COLLEGE/STUDENT AGREEMENT

SECTION 1: DISCLOSURES BY PARTIES

This Agreement (the "Agreement") is entered into by and between American College of Academic Medicine, LLC and its Principal, David Phillips, M.D., Ph.D., with its principal offices at 525 Market Street, Leesburg, VA 20176 ("Disclosing Principal Party")

and _____

address _____

("Receiving Party or Participating Student")

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The undersigned parties herein freely and in their own volition agree to enter into a mutual confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information") as such Confidential Information relates to certification of knowledge obtained while affiliated with American College of Academic Medicine, LLC.

Under the provisions of this Agreement and in addition to the obligations not to disclose confidential information, the parties affirmatively agree that:

- a) American College of Academic Medicine, LLC is not a degree-granting Institution but rather providing certification of knowledge in Academic Medicine and Research
- b) Receiving party or Participating Student intends to receive knowledge in the field of Academic Medicine from Principal Disclosing Party and be duly certified by the Principal Disclosing Party after completing the courses of examinations offered by American College of Academic medicine, LLC.
- c) Receiving Party or Participating Student may not use this certification for the purpose of practicing in any state as a qualified Medical Doctor (MD) who is licensed to practice medicine until he/she has met all the legal requirements to practice with patients such as passing the state boards, completing required internships, satisfying requirements for malpractice insurance as recognized in a State.
- d) Receiving Party or Participating Student promises to keep all relevant educational materials, examinations, tutorials, images, or work products provided by the Disclosing principal Party as within the scope of the Non-Disclosure Agreement in regard to Confidential Information requirements

- e) he/she understands that this certification is certifying that once the program has been completed by passing all the exams the college certifies upon its own basis of knowledge that the student has the majority of information that any MD has, other than surgery, how to write prescriptions, etc..
- f) Principal Disclosing Party is not granting certification permitting the Receiving Party or Participating Student a license that guarantees the use of the certification as the basis to obtain Continuing Medical Education for the practice of Medicine in any State.

4. To keep all the information relative to the actual work product, including exams, tutorials, images, private (non-disclosure)

5. There is no refund policy.

SECTION 2: CONFIDENTIALITY AND NON-DISCLOSURE

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Principal Party is engaged. The Disclosing Principal Party does NOT engage in the practice of medicine and does NOT intend to teach students to engage in the same. If Confidential Information is in written form, the Disclosing Principal Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Principal Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information.** Receiving Party or Participating Student's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party or Participating Student; (b) discovered or created by the Receiving Party or Participating Student before disclosure by Disclosing Principal Party; (c) learned by the Receiving Party or Participating Student through legitimate means other than from the Disclosing Principal Party or Disclosing Principal Party's representatives; or (d) is disclosed by Receiving Party or Participating Student with Disclosing Principal Party's prior written approval.

3. **Obligations of Receiving Party or Participating Student.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Principal Party, use for Receiving Party's own benefit, publish, copy, or

otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Principal Party, any Confidential Information. Receiving Party shall return to Disclosing Principal Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Principal Party requests it in writing.

SECTION 3: TIME PERIODS. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party or Participating Student duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Principal Party sends Receiving Party or Participating Student written notice releasing Receiving Party or Participating Student from this Agreement, whichever occurs first.

SECTION 4: RELATIONSHIPS. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

SECTION 5: SEVERABILITY. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

SECTION 6: INTEGRATION. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

SECTION 7: CONFLICT OF LAWS. Any disputes arising out of this relationship under this Agreement shall be resolved by a court of competent jurisdiction in the State where the American College of Academic Medicine, LLC is located.

SECTION 8: WAIVER. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party for a stated calendar period mutually agreeable to the parties and NOT onerous or unreasonable to a Court of competent jurisdiction. Each party has signed this Agreement through its authorized representative.

SIGNATURES

_____ (Signature)

_____ Name of Principal Disclosing Party)

Date: _____

_____ (Signature)

_____ Name of Receiving Party or Participating Student)

Date: _____

_____ (Signature)

_____ Name of Witness

Date: _____