Mutual Nondisclosure Agreement

1. **Parties.** The parties to this Agreement are Monash Information Services, a sole proprietorship located in Acton, Massachusetts (Monash), and _____ _____ _____(Member).

2. **Purpose.** This Agreement allows the parties to exchange confidential information for purposes such as research, analysis, the provision of advisory or other services, or the exploration of future business relationships.

3. **Confidential information.** "Confidential information" is non-public information in any form that is designated as confidential, or that a reasonable person knows or reasonably should understand to be confidential. However, information is not confidential if it:

   - Is, or becomes, publicly available without a breach of this Agreement.

   - Is or was obtained from a third party who is not also under obligation to keep it confidential.

   - Was independently developed by the receiver, or known by the receiver at the time of disclosure.

   - Is a comment or suggestion one of us offers about the other's business, products, or services.

4. **Duration.** Confidential information will be kept confidential for at least three years after disclosure, even after the end of this Agreement. This Agreement expires December 31, 2014, unless earlier canceled. It may be canceled by either party upon 30 day's notice.

5. **Protection of information.** Confidential information will be protected at least as carefully as the recipient's own proprietary information. Confidential information may be disclosed as required by law, but the recipient of the information will give the disclosing party every reasonable opportunity to contest the obligation to disclose.

6. **Changes to this Agreement.** This Agreement may only be modified or canceled in writing, including via written electronic communication that expressly references this Agreement and is mutually agreed to by the parties.

7. **The usual boilerplate.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible. Failing to promptly enforce part of the Agreement is not a waiver of rights. Disclosure violations do the kind of irreparable harm that can call for an injunction or similar kind of relief. This Agreement shall be governed by and interpreted under the laws of The Commonwealth of Massachusetts without regard to its conflicts of law rules. Legal venue and jurisdiction shall be in the courts closest to Acton, Massachusetts.

Member   **Monash Information Services**

By:_____   _____

Name:_____   Curt A. Monash, Ph.D.

Title:_____   President

Date:_____   Date:_____