

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS Agreement is made and entered into as of _____ by and between **ASSOCIATION FOR INTELLIGENT INFORMATION MANAGEMENT** (“AIIM”) and

(“Recipient”) with address at _____

_____.

to assure the protection and preservation of the confidential and/or proprietary nature of information relating to the business of AIIM. AIIM will disclose such information solely for the purpose of Recipient’s evaluating or pursuing a business relationship with AIIM (the “Purpose”). In reliance upon and in consideration of the following undertakings, the parties agree as follows:

- 1. **Definition.** Subject to the limitations set forth in Paragraph 2, any and all information disclosed to Recipient by AIIM shall be deemed to be “Confidential Information.” In particular, Confidential Information shall be deemed to include, but not be limited to, any trade secret, information, trade names, know-how, material, process, technique, algorithm, computersystem, design, drawing, formula or test data, relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing, personnel or other matter relating to AIIM, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form.
- 2. **Exclusions.** “Confidential Information” excludes information which: (a) is now or hereafter becomes generally known or available, through no act or failure to act on Recipient’s part; (b) Recipient independently knows at the time of receiving such information, as evidenced by its written and dated records; (c) a third party hereafter furnishes to Recipient without restriction on disclosure and without breach of any confidentiality obligations; (d) Recipient can prove to have independently developed, as evidenced by contemporaneous written and dated records, without using any Confidential Information or breaching this Agreement; or (e) AIIM gives written permission to Recipient to disclose (but only to the extent of such permitted disclosure).
- 3. **Restrictions/Obligations.** Recipient shall: (a) only disclose the Confidential Information to those employees and contractors with a need to know; provided that Recipient binds those employees and contractors to terms at least as restrictive as those

stated in this Agreement; (b) not disclose any Confidential Information to any third party, without AIIM’s prior written consent; (c) use such Confidential Information only to the extent required to accomplish the Purpose; (d) not reproduce Confidential Information in any form except as required to accomplish the Purpose; (e) not reverse engineer, decompile, or disassemble any software disclosed by AIIM; (f) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (g) promptly provide AIIM with notice of any actual or threatened breach of the terms of this Agreement. However, Recipient may disclose Confidential Information in accordance with a judicial or other governmental order provided that Recipient shall give AIIM written notice prior to such disclosure.

- 4. **Ownership and Return of Confidential Information.** All Confidential Information (including all copies thereof) shall remain the property of AIIM and shall be returned to AIIM immediately upon AIIM’s request or after Recipient’s need for it has expired, and in any event, upon the completion or termination of this Agreement.
- 5. **Rights.** No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.
- 6. **Term and Termination.** This Agreement shall remain in full force and effect for so long as Recipient continues to receive Confidential Information or perform a contracted service. This Agreement may be terminated by either party upon thirty (30) days prior written notice. Notwithstanding the foregoing however, Paragraphs 3, 4, 5, and 7 shall survive any expiration or termination of this Agreement.
- 7. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Maryland, USA. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. Recipient hereby acknowledges and agrees that no remedy at law will afford AIIM adequate protection against, or appropriate compensation for, breach of Recipient’s obligations under this Agreement. Accordingly, Recipient agrees that AIIM shall be entitled to specific performance of Recipient’s obligations, as well as such further equitable relief as may be granted by a court of competent jurisdiction.

AIIM

By: Jesse Wilkins

Title: Director, Professional Development

RECIPIENT: _____

By: _____

Title: _____