

## SOCIETY OF RESEARCH ADMINISTRATORS INTERNATIONAL

### Non-Disclosure Agreement

Effective date: \_\_\_\_\_

In order to protect certain information which may be disclosed between them, SOCIETY OF RESEARCH ADMINISTRATORS INTERNATIONAL, a CONNECTICUT NON-PROFIT corporation with offices at 1560 Wilson Boulevard, Suite 310, Arlington, VA 22209 (herein after "SRAI") and \_\_\_\_\_ located at \_\_\_\_\_ (herein after "Recipient") identified below agree as follows:

1. The party disclosing confidential information is: **Society of Research Administrators International, (SRAI)**
2. The confidential information to be disclosed under this Agreement ("Confidential Information") is described as "Financial, Corporate, and Human Resources information concerning the Corporation, and strategic planning, business development and operations information concerning SRAI's ongoing and planned activities"

Confidential Information shall include, but is not limited to, the following information of SRAI, whether or not marked, identified, or summarized, as confidential: Financial, Corporate, and Human Resources information concerning the Corporation, and strategic planning, business strategies, business development and operations information concerning SRAI's ongoing and planned activities, unreleased software products, and any information concerning customers or vendors.

3. Recipient shall use the Confidential Information only for the following purposes: To support and manage SRAI.
4. This Agreement applies only to Confidential Information which is disclosed between the Effective Date and five (5) years after the end of being in a leadership position on the Board of Directors, at the Section, Division or Chapter level or serving as chair or member of a committee.
5. Recipient shall hereafter: (i) use the Confidential Information solely as specially authorized under this Agreement, (ii) limit disclosure of Confidential Information to employees and consultants having a need to know (provided that each such employee or consultant shall have been informed of its confidential nature and shall have agreed not to use or disclose the same for any purpose other than as contemplated herein), (iii) not disclose Confidential Information to any third party individual, corporation, or other entity without prior written consent of SRAI. Recipient shall use at least the same degree of care as Recipient uses to protect his or her own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of Confidential Information. At SRAI's request, Recipient agrees promptly to return to SRAI all Confidential Information received by Recipient in tangible form, and all copies thereof, except those records that must be retained for archival purpose (e.g. Purchase Orders). At SRAI's request, Recipient also agrees to promptly destroy all Confidential Information received in electronic form, except for records that must be retained for archival purposes.

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6. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information which is documented to be (a) rightfully in Recipient's possession before receipt from SRAI; (b) a matter of public knowledge through no fault of Recipient or any affiliates; (c) rightfully received by Recipient from a third party entitled to receive and transfer the Confidential Information; (d) disclosed without a duty of confidentiality to a third party by, or with the authorization of, SRAI; (e) independently developed by Recipient; or (f) required to be disclosed by law, securities regulation, or by order of a court of competent jurisdiction.
7. No license or conveyance of any intellectual property rights is granted or implied by this Agreement, except the limited right to use Confidential Information as specified in Paragraph 3.
8. In no event shall Recipient export or re-export, directly or indirectly, any Proprietary Information or direct product thereof, except as permitted by the laws and regulations of the United States of America. The obligations in this assurance shall survive expiration or termination of this Agreement.
9. Recipient agrees that they will not misappropriate any trade secret, as misappropriation is defined by the Virginia Uniform Trade Secret Act, or use any trade secret for his or her personal benefit, or disclose or communicate any trade secret. The protections and remedies provided in the Agreement for trade secrets will be in addition to, and not in lieu of, any protections and remedies provided by the Virginia Uniform Trade Secrets Act.
10. In the event of a breach of the provisions of this Agreement, SRAI may institute legal proceedings to obtain damages for any such breach, and to enforce the specific performance of this Agreement, and to enjoin the other party from any further violation of this Agreement, and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. Recipient acknowledges that the remedies at law will be inadequate. SRAI may be given injunctive relief against Recipient in the event of any breach. In addition to other relief, SRAI shall be entitled to be reimbursed fully for all reasonable attorney fees, costs, and expenses of litigation.
11. This Agreement is made under and shall be construed according to the laws of Virginia. This Agreement is the entire agreement between the parties concerning the disclosure of the Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

**SOCIETY OF RESEARCH ADMINISTRATORS  
INTERNATIONAL**

**RECIPIENT:**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Name*

1560 Wilson Boulevard, Suite 310  
Arlington, VA 22209

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*