



## DATA SET NON-DISCLOSURE AGREEMENT

**THIS NONDISCLOSURE AGREEMENT** (this "Agreement") is made by and between the Direct Marketing Educational Foundation, Inc. dba Marketing EDGE, a New York 501(c)(3) nonprofit organization, located at 500 Seventh Ave., 8th Floor, New York, NY 10018 ("Marketing EDGE"), known as the Disclosing Party, and

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AUTHORIZED REPRESENTATIVE, INSTITUTION

their subsidiaries, employees, students and affiliates, known as the Receiving Party located at

\_\_\_\_\_ ; collectively known as the Parties.

ADDRESS, CITY, STATE, ZIP OR POSTAL CODE, COUNTRY

### **Academic Purpose:**

As the Receiving Party has agreed to obtain from the Disclosing Party the data and related property for classroom use and/or to develop models/analysis for research and publication including dissertation and defense thereof (hereinafter referred to as the "Academic Purpose"), the Disclosing Party finds it beneficial to disclose to the Receiving Party certain information that the Receiving Party acknowledges is proprietary and confidential to the Disclosing Party. Such Confidential Information includes, but is not limited to, the data and related property; and may include information about the Parties to this Academic Purpose, or survey participants therein; and may include detailed membership, employee or financial information about the Disclosing Party or its vendors (hereinafter referred to as "Confidential Information") whether in written, oral, encoded, graphic, magnetic, electronic or in other tangible or intangible form, and whether or not labeled as Confidential Information by the Disclosing Party.

1. Protection of Confidential Information. The Parties acknowledge that the Disclosing Party claims its Confidential Information to be a special, valuable and unique asset. Accordingly, the Party receiving such Confidential Information, together with its subsidiaries, employees, students, and affiliates (the "Receiving Party"), agrees that it shall:
  - a. Restrict disclosure of the Confidential Information to the students and professors working on the classroom project or agreed upon Marketing EDGE-related research for the Academic Purpose. Each such individual who is given access to the Confidential Information by the Receiving Party (whether orally or in writing) shall be provided with a copy of this Non-Disclosure Agreement and agree in writing to be bound by its terms. If an agreement is not executed by parties related to the Receiving Party, the Receiving Party takes responsibility for third-parties' use of the Confidential Information.
2. Secondary Materials Prepared From the Confidential Information. The Receiving Party may prepare for its use, articles, documents, memos, reports, or other secondary materials that

analyze, explain or interpret the Confidential Information. The Receiving party may publish excerpts of the Data in research communications such as theses, scholarly articles, and research reports. Marketing EDGE must be explicitly acknowledged in these communications. In addition, Marketing EDGE requests that the Receiving Party provide a copy of the published article.

3. Return of Confidential Information. The Receiving Party shall be permitted to retain possession of the Confidential Information (including materials embodying it) provided that the Receiving Party agrees to use reasonable care to protect the Confidential Information, avoids the unauthorized use, disclosure, publication or dissemination of the Confidential Information, and in no event uses less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance. Failure to protect the Confidential Information as described herein will result in termination of permission to retain the Confidential Information and the Receiving Party will be required to immediately destroy the Confidential Information provided by the Disclosing Party. The Disclosing Party may at its sole option, request in writing that the Receiving Party destroy all copies of the Confidential Information. Proof of such destruction shall then be certified in writing within ten (10) days of the notice from the Disclosing Party by an authorized officer of the Receiving Party.
4. Commitment. The information being disclosed to the Receiving Party pursuant to this Agreement is with the express understanding that the Disclosing Party is not obligated to enter into any further agreement relating to the Information and nothing in this Agreement shall be construed as granting any right, title, grant, option, ownership interest in or license from one party to another except as may be stipulated in separate agreement between the Parties.
5. Usage. The Receiving Party agrees that it shall not use the Information received in the pursuit of any commercial or income-generating venture either privately or under the auspices of his/her employer.
6. Counterparts. Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
7. Survival. Each party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Organization: \_\_\_\_\_

Marketing EDGE

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

By (print): \_\_\_\_\_

By (print): Marie Adolphe

Title: \_\_\_\_\_

Title: SVP, Program Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Fax: \_\_\_\_\_

(fax not required if form is scanned/emailed)

Scan/email to [MAadolphe@marketingEDGE.org](mailto:MAadolphe@marketingEDGE.org) to Marie Adolphe's attention or mail to Marie Adolphe, Marketing EDGE, 500 Seventh Ave., 8th Floor, New York, NY 10018