

Business Retention and Expansion Researcher Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is made this ____ day of _____ 20____

between _____ (here for to be known as the "Researcher")

and _____ (here to be know as the "Community").

Introduction

The Researcher intends to conduct business interviews and other activities as a part of the Community's Business Retention & Expansion (BRE) Program during the course of which the Researcher may create, have access to or receive information on existing employers including, but not limited to, information relating to products or administrative, marketing, financial or manufacturing activities of the businesses. All such information, including any material embodying such information, whether disclosed orally or otherwise, shall be considered by the Researcher as proprietary and confidential ("the Proprietary Information").

Non-Disclosure

As consideration for having access to or receiving any Proprietary Information, the Researcher agrees to protect the confidentiality of the Proprietary Information, and shall not disclose or disseminate, or permit any employee or associate to disclose or disseminate the Proprietary Information to any third party other than the Community without the existing business's written consent. In no event shall the Researcher or Community use the Proprietary Information for its benefit or the benefit of any additional third parties.

Miscellaneous Provision

This agreement constitutes the entire agreement and understanding between the parties and integrates all prior discussions between them related to the subject matter hereof. No amendment to this Agreement shall be valid unless it is in writing and signed by both parties. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. In the event any provision of this Agreement shall be held invalid or unenforceable for any reasons, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement. The termination of any discussions, relationship, understanding or agreement between the parties for whatever reason shall not relieve the Researcher from its obligations hereunder.

_____ The Researcher

_____ Community (BRE Lead)