



MODEL (SHORT FORM) CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is dated the _____ day of _____, 200____, and is by and between the undersigned party (the "Receiving Party") and the ABC Association ("ABC"), a _____ nonprofit corporation, with its principal offices at _____.

In connection with _____, the Receiving Party may be given or have access to certain confidential information of ABC or third parties (collectively, "Confidential Information"). Confidential Information is all information that ABC considers confidential or proprietary information of ABC or third party sources, regardless of whether such information is marked as such by ABC. Confidential Information shall include, but is not limited to, information regarding the organization, operations, programs, activities, policies, procedures, practices, financial condition, trade secrets, membership lists, and standards of ABC, its members, or third parties. Confidential Information also shall include, but is not limited to, unpublished or pre-release versions of ABC standards, white papers, and other documents and information, or internal use only or limited circulation documents and information.

The Receiving Party covenants and agrees not to disclose or permit to be disclosed any Confidential Information, and that the Receiving Party will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of ABC. The Receiving Party agrees that any disclosure of Confidential Information in violation of this Agreement shall cause immediate and substantial damage to ABC and to any parties that provided the Confidential Information to ABC. The Receiving Party agrees to use reasonable efforts to maintain the confidentiality of the Confidential Information and agrees not to use any Confidential Information for its own benefit or that of a third party unless authorized in advance in writing by ABC. Confidential Information shall not include information that enters the public domain through no fault of the Receiving Party or which the Receiving Party rightfully obtains from a third party without comparable restrictions on disclosure or use.

ABC ASSOCIATION

Signature: _____
Name: _____
Title: _____
Address: _____
Date: _____

RECEIVING PARTY: _____

Signature: _____
Name: _____
Title: _____
Address: _____
Date: _____

Disclaimer ¶

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This document has been produced by the law firm of Venable LLP, 575 7th Street, N.W., Washington, D.C. 20004. For more information, please contact Jeff Tenenbaum at jstenenbaum@venable.com or via telephone at 202-344-8138.