



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made by and between Yeoman Technology Group, LLC ("Yeoman") and Northeastern University with its principal place of business in \_\_\_\_\_ ("Company") as of this 18 day of April, 2024.

WHEREAS, Yeoman and the Company have been and will be engaged in discussions and negotiations concerning the establishment of a business relationship between Yeoman and the Company;

WHEREAS, in the course of such discussions and negotiations, it is anticipated that Yeoman and the Company may disclose or deliver to each other certain confidential or proprietary information or trade secrets for the purpose of enabling the parties to evaluate the feasibility of such business relationship;

WHEREAS, Yeoman and the Company wish to enter into this Agreement in order to assure the confidentiality of such confidential or proprietary information and trade secrets in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean all trade secrets or confidential or proprietary information designated as such in writing, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by Yeoman or the Company to the other party. Notwithstanding the foregoing, information which is orally or visually disclosed, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Confidential Information if (i) it would be apparent to a reasonable person, familiar with either business and the industry in which each operates, that such information is of a confidential or proprietary nature the maintenance of which is important to Yeoman or the Company or if (ii) the Yeoman or the Company, within thirty (30) days after such disclosure, delivers to the other party a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure to such party.

2. Non-Disclosure and Confidentiality. Both parties mutually understand and agree that the Confidential Information and any other information that is provided by the parties to each other or is developed, produced or generated by either party in connection with the evaluation of the proposed business arrangement constitute valuable confidential information and trade secrets. Each party understands that it is not authorized to use, and agrees not to use, any of such Confidential Information for any purpose other than the purpose for which it was disclosed in accordance with this Agreement. Without limitation of the foregoing, neither party shall cause or permit reverse engineering of any Confidential Information received by it. Each party shall keep confidential all Confidential Information received by it and protect such from unauthorized use or disclosure by its employees, agents and contractors. Each party shall maintain adequate security measures, consistent with the security measures used by prudent companies in the software industry to protect their valuable proprietary information, to protect Confidential Information received by it from unauthorized use, access or disclosure.

3. Limitation on Obligations. The obligations of the parties specified in Section 2 above shall not apply, and the parties shall have no further obligations, with respect to any Confidential Information to the extent the receiving party can demonstrate, by clear and convincing evidence, that such Confidential Information:

(i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving party;



- (ii) is in receiving party's possession at the time of disclosure otherwise than as a result of receiving party's breach of any legal obligation;
- (iii) becomes known to the receiving party through disclosure by sources other than the disclosing party having the legal right to disclose such Confidential Information;
- (iv) is independently developed by the receiving party without reference to or reliance upon the Confidential Information; or
- (v) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations, provided that the receiving party provides prior written notice of such disclosure to the disclosing party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

4. Access by Employees. Each party shall limit access to the Confidential Information to those of its employees who: (i) require such access in connection with the evaluation of the proposed business relationship and (ii) have executed written agreements requiring them to maintain the confidentiality of such Confidential Information to the extent provided herein. Each agrees that it is fully responsible for the actions of each of its employees, agents and contractors with respect to restrictions on the use and disclosure of the Confidential Information, whether or not such individual is or was acting within the scope of his or her employment or agency.

5. No Copies; Return of Confidential Information. Neither shall make or permit to be made any copy of the Confidential Information. Should any copy of the Confidential Information be lost, damaged or destroyed while in the possession of the receiving party, the receiving party shall notify the disclosing party and provide a written summary of the circumstances under which the Confidential Information was lost, damaged or destroyed. Promptly upon receipt of written notice of a decision by the other party not to pursue the proposed business relationship and at any other time requested by either party, Yeoman and the Company each shall (i) return to the other party all documents, magnetic media and other materials embodying Confidential Information, (ii) upon request, permit the requesting party to have access to its premises during normal business hours to remove all such materials which are in its control or possession, or (iii) upon request, destroy all such materials which are in its control or possession. Upon the return or destruction of the Confidential Information, Yeoman and the Company shall each deliver to the other party a certificate of an executive officer that all such materials have been returned or destroyed.

6. Ownership of Confidential Information. Both Parties each acknowledge that the Confidential Information, and any and all copyrights, trade secret rights, and other proprietary rights with respect thereto, are provided hereunder for evaluation purposes only and shall be and remain at all times the property of the disclosing party or its licensors, if any. No license or conveyance of any such rights to a receiving party is granted or implied under this Agreement. Neither party shall modify or alter any Confidential Information received by it.

7. Notices. All notices under this Agreement shall be transmitted to the respective party, shall be in writing, and shall be considered to have been duly given or served when personally delivered to any party, or on the first day after the date of deposit with an overnight courier for next day delivery, postage prepaid, or on the third day after deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, or on the date of telecopy, fax or similar telephonic transmission during normal business hours, provided that the recipient has specifically acknowledged by telephone receipt of such telecopy, fax or telephonic transmission; addressed, in all cases, to the party at his or its address set forth below, or to such other address as such party may hereafter designate, by written notice to the other party.

To Yeoman:

Yeoman Technology Group  
22 Canal Street, Suite 224  
Somersworth, NH 03878

Attention: Contracts  
Telephone: (800)667-6098 / Fax: (603) 546-7274



To Company:

**Northeastern University**

Attention:

Matthew

Goodwin \_\_\_\_\_

Telephone: \_\_\_\_\_

8. **Miscellaneous Provisions** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be considered one and the same Agreement. This Agreement supersedes all prior agreements, written or oral, between parties relating to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and shall be signed by both parties hereto. This Agreement shall remain in full force and effect with respect to all Confidential Information notwithstanding the return or destruction of Confidential Material. Both acknowledge that the Confidential Information represents valuable property and agree that the provisions of this Agreement shall be enforceable by specific performance and other equitable relief in addition to any action for damages or other remedy available to either party. If any provision of this Agreement is for any reason held to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected and will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

YEOMAN TECHNOLOGY GROUP, LLC.

By: \_\_\_\_\_

Name: Michael Healey

Title: President

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

By: \_\_\_\_\_ 

Printed Name: Sean McLean

Title: Graduate Student

Date: 04/20/2024