

Appendix I: Confidentiality / Non-Disclosure Agreement

Abt Associates Inc.

Confidentiality/Non-Disclosure Agreement

[Client] (hereinafter referred to as "Client") possesses technical information and data of a confidential nature relating to [contract / proposal] (hereinafter referred to as "Information"). Client is willing, in accordance with the terms and conditions set forth below, to disclose such Information to Abt Associates Inc. and its subsidiaries (hereinafter singularly and collectively referred to as "Abt Associates") for the purposes of enabling Abt Associates to perform support services to Client [describe deliverable].

1. Except as otherwise expressly provided herein, Abt Associates agrees not to divulge to any third party any confidential Information disclosed to Abt Associates by Client hereunder (except to those of its employees who require knowledge of the same in the performance of their regular duties), and not to make any use of such Information, except for the foregoing purposes, without the prior written consent of Client; provided however, any Information provided to Abt Associates shall be marked or identified as confidential or proprietary to be afforded the restrictions specified herein. The foregoing obligations of Abt Associates shall not apply to:
 - a) Information that, at the time of disclosure by Client to Abt Associates hereunder, is in the public domain;
 - b) Information that, after disclosure by Client to Abt Associates hereunder, becomes part of the public domain through no fault of Abt Associates;
 - c) Information which was in Abt Associates' possession at the time of disclosure by Client to Abt Associates hereunder; or
 - d) Information that is rightfully disclosed to Abt Associates by a third party.
2. Client agrees that after five (5) years from the date hereof, Abt Associates shall be relieved from all obligations under this Agreement.
3. Abt Associates shall be permitted to disclose Information to its affiliates upon receipt of their written agreement to maintain the Information as confidential on the same basis as Abt Associates is obligated hereunder.
4. The provisions of this Agreement shall be enforceable in any country throughout the world. The laws of the Commonwealth of Massachusetts, USA, shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, effective as of the [dd] day of [Month], 200[].

Abt Associates Inc.

[Client]

By: _____

By: _____

Name

Name

Title

Title