

## **O4. CONFIDENTIALITY AGREEMENT - AGRALYTICA**

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## **Confidentiality Agreement SNMCS-II**

### **Definitions**

- a) The Employer as referenced in this agreement is Agralytica, Inc.
- b) The Employee as referenced in this agreement is \_\_\_\_\_
- c) The Prime Contractor as referenced in this agreement is Mathematica Policy Research, Inc.
- d) The Government as referenced in this agreement is the USDA Food and Nutrition Service.
- e) Respondents as referenced in this agreement include individuals who participate in the School Nutrition Meal Cost Study-II (SNMCS-II) under RFQ AG-3198-S-17-0058.

### **Purpose of this Agreement**

To comply with Agralytica, Inc.'s contractual requirement to require all staff to pledge to maintain privacy of all information collected from the respondents of the SNMCS-II project. To ensure that Employees working on the SNMCS-II project understand their obligation to not disclose such information to anyone other than authorized representatives of the study.

### **Terms**

1. The Employee acknowledges that in the course of its employment with Agralytica, and in particular the Employee's performance of work under the SNMCS-II project, the Employee will access and use confidential respondent information (the "Confidential Information").
2. Confidential Information, for the purposes of this agreement, shall be deemed the exclusive property of the Government, however Agralytica shall have the right to enforce this agreement with respect to the Employee.
3. The Employee agrees that disclosure of or mishandling of confidential information would have an adverse financial impact on the Employer.
4. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement: (1) cannot be reasonably or adequately compensated for in money damages, (2) would cause irreparable injury to Employer, (3) would gravely affect the effective and successful conduct of the Employer's business and goodwill, and (4) would be a material breach of this Agreement.

5. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement shall survive the expiration or termination of this Agreement, and will continue indefinitely from the date of such expiration or termination.
6. The Employee may only disclose any of the Confidential Information:
  - a. To a third party if the Employee is notified by the Employer that the Government has consented in writing to such disclosure; or
  - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Employer.
7. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

**Consideration**

Employer and Employee acknowledge that sufficient consideration exists for the enforcement of this agreement. Specifically, Employee acknowledges that consideration given in exchange for Employee’s promises is the offer of employment on the SNMCS-II project, and any such offer of employment on this project was contingent on this promise.

**Remedies**

Employer retains the right to enforce this agreement using any remedy available at law or equity, including injunctive relief.

**Agreement and Right to Confer**

The Employee acknowledges that they have read this agreement in its entirety, and understand their obligations under the agreement. Further the Employee acknowledges that they have not been coerced by threat of force or improper influence to execute this agreement. The Employee further acknowledges understanding that they have the right to confer with their own representative prior to executing this agreement.

**Executed by Authorized Individual:**

**Executed by Authorized Individual:**

\_\_\_\_\_  
Agralytica, Inc.  
The Employer

\_\_\_\_\_  
The Employee

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

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