

## **Nonfiction Research Standard Non-Disclosure Agreement for Research Interviews**

The purpose of this document is to be a nondisclosure agreement for research participants who are part of the customer feedback that will inform communication materials that will be used as part of a national media campaign. Responses are voluntary and will be kept private.

The Terms and Conditions set forth below govern the relationship between Research Participant and Nonfiction Research, LLC. (“Nonfiction”)

Research Participant understands that participation involves a short interview of 10-20 questions with an employee or representative of Nonfiction. Research Participant will be asked questions about their personal thoughts or feelings on commercial products, services and experiences.

Research Participant agrees to the interview being audio-recorded and that all information provided for this study will be treated confidentially by Nonfiction.

Research Participant understands that in any report on the results of this research their identity will remain anonymous which may be done by changing their name and disguising any details of the interview which may reveal an individual’s identity or the identity of people spoken about.

Research Participant understands that disguised extracts from the interview may be quoted in syndicated research reports, conference presentations, published papers, custom research reports, press releases, news articles and similar corporate and business work products and communications.

Research Participant understands that original audio recordings will be retained by Nonfiction until satisfactory transcripts have been created and verified and that a transcript of the interview in which all identifying information has been removed will be retained for a period of [insert time frame].

During the course of the preliminary screening questions and any remote or in person interviews, Nonfiction may disclose certain Confidential Information to the Research Participant. These disclosures will be made in reliance upon the understanding of a confidential relationship. For purposes of these Terms and Conditions, Confidential Information shall mean any information including, but not limited to, Nonfiction’s or its client’s copyrighted and trademarked materials, the disclosure of discoveries, ideas, concepts, designs, drawings, procedures, know-how, data, models, documentation, business plans, financial data or projections, marketing plans, prices and

future plans. Confidential information disclosed in writing may or may not be marked "Confidential" or "Proprietary", but all such communications should be assumed to be of this type.

The Research Participant agrees to receive the Confidential Information in confidence and agrees that it will treat such Confidential Information in the same manner as it treats its own most confidential information and further agrees not to distribute, disclose or disseminate the Confidential Information to anyone.

The Research Participant acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.

The obligations under these Terms and Conditions shall be effective from the date of accepting the project and continue in force for two (2) years.

These Terms and Conditions shall be construed and enforced under and in accordance with and governed by the laws of the State of New York, without regard to the principles of conflict of laws thereof.

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Participant Name  
Date

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Participant Signature