

**MUTUAL NON-DISCLOSURE AGREEMENT**

This agreement is made effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) between Stefan Stremersch, Russ Winer, and Nuno Camacho (“FRISBUSS”), and \_\_\_\_\_, affiliated with \_\_\_\_\_ (“RESEARCHER”), in anticipation of FRISBUSS disclosing confidential information to RESEARCHER relating to the field and for the purpose identified below:

Field: \_\_\_\_\_

Purpose: \_\_ << Please include the project plan as well as tools and aims >> \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Primary Contacts for disclosing or receiving confidential information for these parties are as follows:

For FRISBUSS:	Stefan Stremersch Russ Winer Nuno Camacho	Email: <a href="mailto:info@frisbuss.com">info@frisbuss.com</a>
For RESEARCHER:	1. _____	Email: _____
	2. _____	Email: _____
	3. _____	Email: _____

This Agreement applies to information disclosed between Effective Date and \_\_\_\_\_, 20 (the “End Date”).

In consideration of FRISBUSS making confidential information (in particular, anonymized survey data) available to RESEARCHER, the parties hereby agree as follows:

**1. CONFIDENTIAL INFORMATION.** When used in this Agreement, the term “Confidential Information” means confidential and proprietary information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”) that (i) prior to disclosure, is indicated as having confidential status or (ii) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure and, within 30 days of such disclosure, delivers to the Receiving Party’s Primary Contact a notice summarizing the confidential information disclosed. Specifically, any survey data that FRISBUSS discloses to RESEARCHER is marked as having confidential status, because it is a confidential and proprietary dataset that was collected by FRISBUSS under a ‘confidentiality statement’ agreed with its respondents (which read “All data will be treated as confidential at the individual level”). Notwithstanding the foregoing, in no event is information Confidential Information

if it (a) was in the Receiving Party's possession before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party; (c) is received by the Receiving Party, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to the Receiving Party; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

**2. LIMITATIONS ON USE.** The Receiving Party shall use the Disclosing Party's Confidential Information solely for the academic research purposes described under Purpose. Disclosure by the Disclosing Party of its Confidential Information does not constitute a grant to the Receiving Party of any right or license to the Disclosing Party's Confidential Information, except as set forth herein.

**3. CARE OF CONFIDENTIAL INFORMATION.** The Receiving Party shall exert reasonable efforts to maintain the Disclosing Party's Confidential Information in confidence, except that the Receiving Party may disclose or permit disclosure of any of the Disclosing Party's Confidential Information to its academic peers (coauthors or students), who need to know such Confidential Information to fulfill the Purpose and who have been advised of, have agreed to maintain the confidential nature of the Confidential Information, and have also signed this agreement. The Receiving Party shall be deemed to have discharged its obligations hereunder provided it has exercised the foregoing degree of care and provided further that it shall immediately, upon discovery of any disclosure not authorized hereunder, notify the Disclosing Party and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use.

RESEARCHER shall deploy the following Data Safeguards:

- Access is limited to the following persons: (Who is an authorized user of the raw data?)
- Data will be stored: (Note where it will be stored and protections against breach)
- Individual responsible for the data security:

Note: Once we authorize data usage by RESEARCHER and the persons indicated above, the data cannot be distributed to anyone else.

**4. REQUIRED DISCLOSURES.** Nothing in this Agreement shall be construed to prevent a Receiving Party from disclosing Confidential Information as required by law or legal process, as long as the Receiving Party, if permitted by applicable law, promptly notifies the Disclosing Party of its obligation to disclose and provides reasonable cooperation to the Disclosing Party in any efforts to contest or limit the scope of the disclosure.

**5. NO WARRANTY.** All Confidential Information is provided "as is." Neither party makes any warranties, expressed or implied, regarding its Confidential Information's accuracy, completeness, suitability or performance.

**6. TERM OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and terminate on the earliest of (a) the End Date or (b) the date on which a party provides notice of termination of this Agreement to the other party's Primary Contact and administrative contact identified in Section 8 below. A Receiving Party's obligations with respect to use and non-disclosure of the Disclosing Party's Confidential Information shall survive for a period of three years following receipt of the information.

**7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Following termination of this Agreement, the Receiving Party shall, at the direction of the Disclosing Party, either destroy or return to the Disclosing Party all documents, materials, and other tangible manifestations of the Disclosing Party's Confidential Information and shall destroy any electronic or digital manifestations of the Disclosing Party's Confidential Information, except that the Receiving Party may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement.

**8. NOTICES.** Any notices to be given under this Agreement, other than those contemplated by Section 1, shall be in writing and addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and shall be deemed to have been given or made as of the date received.

**FOR: FRISBUSS**  
Name: Stefan Stremersch  
*Signing on behalf of Stefan  
Stremersch, Russ Winer, and Nuno  
Camacho*  
Organization: FRISBUSS.com  
Email: [info@frisbuss.com](mailto:info@frisbuss.com)

**FOR: RESEARCHER**  
Name:  
Organization:  
Email:

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