



FISHER COLLEGE

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made and entered into as of _____, 20__ (the “Effective Date”) by and between _____ (“Employee”) and FISHER COLLEGE, a not-for-profit corporation formed under Chapter 180 of the Massachusetts General Laws, having a mailing address at 118 Beacon Street, Boston, MA 02116 (the “College”).

1. Confidentiality Provision: Employee acknowledges and agrees that the College possesses confidential information including projects and practices, business-related contacts and contracts, financial information, strategic plans, business plans, student lists or other student data (collectively “Confidential Information”). Employees must keep all such information strictly confidential and must not communicate, divulge, disclose or otherwise use for personal gain (directly or indirectly) such confidential and/or sensitive information.

Employee acknowledges that Confidential Information is essential to College’s business, that the College continually develops Confidential Information, and that the Confidential Information would be valuable to the College’s competitors. The Employee agrees to comply with the College’s policies and procedures for protecting Confidential Information and shall never disclose to any individual, corporation, association, partnership, estate, trust, entity or organization other than College, or use for his own benefit or gain, any Confidential Information, unless required by law or court order, and except for disclosure to attorneys and other advisors of Employee appropriately bound to Employee’s obligations to maintain confidentiality.

Upon termination of employment Employee shall promptly deliver to his or her supervisor all Confidential Information (including electronic copies) that is in the Employee’s possession or under the Employee’s control. Employee further acknowledges and agrees that College has a reasonable, necessary and legitimate business interest in protecting the Confidential Information and that the covenants set forth below are reasonable and necessary in order to protect these legitimate business interests.

2. Enforcement: Employee acknowledges and agrees that the covenants contained in this Agreement are necessary to protect the proprietary and related interests of College. Employee acknowledges and agrees that any breach of this Agreement will cause irreparable harm to College, for which a remedy in the form of damages will not be adequate or ascertainable. Employee therefore agrees that College will be entitled to temporary, preliminary and permanent injunctive relief against Employee without having to post bond. This Section will

not limit any other legal or equitable remedies that College may have against Employee for violation of these restrictions.

3. Opportunity to Consult with Counsel: Employee acknowledges that he/she has carefully read and considered the provisions of this Agreement and has had an opportunity to review and discuss the provisions of this Agreement with counsel of his/her choosing, and, having done so, agrees and acknowledges that the terms, conditions, agreements and restrictions set forth therein are fair and reasonable and are reasonably required for the protection of the interests of College and its Affiliates, and their respective officers, directors, agents, representatives, and other employees.

4. Successors, Assigns: The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, permitted assigns and legal representatives. This Agreement may be assigned by College to any of its Affiliates and/or to any purchaser of all or substantially all of its assets and/or stock or its successor. This Agreement is personal as to Employee and may not be assigned by him/her.

5. Governing Law: The validity, interpretation, enforceability, and performance of this agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, without giving effect to conflict of laws and principles.

6. Consent to Jurisdiction: Without in any manner limiting the provisions of this Agreement, any legal action or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement may be instituted exclusively in the Courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts. By the execution and delivery of this Agreement, each of the parties to this Agreement irrevocably consents to and submits to the exclusive jurisdiction of such courts for all purposes in connection with any controversy, claim, action or proceeding arising out of or relating to this Agreement or any modification or extension hereof. The foregoing shall not limit the rights of any party to bring the legal action or proceeding or to obtain execution of judgement in any appropriate jurisdiction. Each of the parties hereto further agrees that final judgement against it in any such action or proceeding shall be conclusive and may be enforced by any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence thereof.

IN WITNESS WHEREOF the parties have duly executed this Confidentiality Agreement as the date first written above.

Employee signature