

Participant: _____

Effective Date: _____

1. In order to protect confidential information that may be disclosed as a result of participation in a survey ("Survey") provided jointly by Brigham Young University ("BYU") and By Monday, Inc., a Utah corporation ("By Monday") (collectively, "Researcher"), to the "Participant" above, Researcher and Participant agree that:
2. The confidential information disclosed under this Agreement includes the content of the Survey and Researcher's methods of analysis and reporting the results of the Survey. Participant may not use the Survey, or any parts thereof, to conduct a survey of its employees, or otherwise poll, question, or interview its personnel, except when working with Researcher.
3. The confidential information of Participant also includes the name and identity of Participant, the names and identities of Participant's personnel who participate in the Survey, the fact that Participant and its personnel are participating in the Survey and proprietary information disclosed while participating in the Survey by Participant or its personnel.
4. Researcher shall not disclose any of Participant's confidential information to any third parties. Furthermore, Researcher shall not publish the name of Participant or any member of its personnel (or otherwise identify Participant or any member of its personnel) in connection with any survey results without Participant's written permission (which may be withheld by Participant in its sole discretion), and shall otherwise keep Participant's name and the names of its personnel confidential.
5. The aggregated, anonymous statistical data collected from Participant and its personnel, is not confidential information and may be used by Researcher in published writings; provided that such data does not contain any personally identifiable information and cannot be used to identify Participant or any members of its personnel.
6. Researcher and Participant shall use the confidential information of the other party for the limited purposes of evaluating the level of engagement of Participant's personnel, and the barriers and drivers of such personnel engagement. Researcher may not disclose any of the confidential information of Participant to any third parties.
7. Researcher and Participant shall protect the confidential information of the other party by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as Researcher and Participant use to protect their own confidential information of a like nature.
8. Participant and Researcher shall have a duty to protect only that confidential information that is: (a) disclosed in writing and marked as confidential at the time of disclosure, (b) disclosed in any other manner and is identified as confidential at the time of the disclosure, or (c) identified as being confidential in another section of this Agreement.
9. This Agreement imposes no obligation upon Participant and Researcher with respect to confidential information that becomes a matter of public knowledge through no fault of the parties hereto.
10. If Participant becomes legally required to disclose any Confidential Information, Participant shall, to the extent legally permissible, provide Researcher with prompt notice so that a protective order or other appropriate remedy may be sought. Compulsory disclosures made pursuant to this Section will not alter the confidential designation of the Confidential Information, and receiving party's obligations of confidentiality shall continue with respect to non-compelled disclosures.
11. Participant does not acquire intellectual property rights under this Agreement except the limited right of use set out in Paragraph 2, herein.
12. RESEARCHER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RESEARCHER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.
13. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
14. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
15. This Agreement is made under and shall be construed according to the laws of the State of Utah, in the United States of America.

RESEARCHER



Larry Myler, CEO, By Monday, Inc.



Jeremi Brewer, PhD, Brigham Young University
Ballard Center and Entrepreneur Center

PARTICIPANT

Authorized Signature

Printed Name

Title

Email