

This Non-Disclosure Agreement (“NDA”) is entered into as of the Effective Date (below) by the undersigned parties, in connection with the Security Maturity Model (“SMM”) Certification Program (the “Program”) sponsored by Object Management Group, Inc. (“OMG”). The parties agree as follows:

- 1. Confidential Information.** In connection with the Program, the undersigned applicant and/or its organization (“Applicant”) may disclose to OMG and the Examiner identified below, in documentary form (in accordance with Program requirements), various confidential and proprietary information, forms and materials related to Applicant’s security processes (the “Confidential Information”).
- 2. Confidential Treatment.** As a Program examiner and certifier, the Examiner will review and evaluate the Confidential Information submitted by the Applicant as part of process of certifying that Applicant complies with the SMM (“Certification”). The Examiner agrees that it will treat the Confidential Information as the property of Applicant and will not copy, use or revise the Confidential Information except in connection with the Certification process. The Examiner shall (a) use the same degree of care as it uses with respect to its own similar information, but no less than reasonable care, to protect the Confidential Information from unauthorized access, reproduction, disclosure, or use; (b) restrict access to Confidential Information to its agents, employees or representatives who have a need to know such information and who are required to treat it as confidential substantially as provided by this NDA; and (c) not remove any copyright or trademark notice, or indication of confidentiality on the Confidential Information.
- 3. Exclusions.** This NDA imposes no obligation upon OMG or the Examiner to the extent they can demonstrate that the Confidential Information was rightfully: (a) known by the Examiner or OMG prior to its receipt from Applicant; (b) obtained from a third party that had no obligation of confidentiality to Applicant; (c) in the public domain (through no fault of the Examiner or OMG); or (d) independently developed by or for the Examiner or OMG by a third party having no authorized access to Applicant’s Confidential Information.
- 4. Required Disclosures.** The Examiner and OMG are permitted to disclose Confidential Information if required by law or regulation, provided that: (a) the Disclosing Party is given written notice before any disclosure is made (unless prohibited by law), and (b) only the Confidential Information that is required by that law or regulation to be disclosed is disclosed.
- 5. Term.** This NDA shall remain in effect with respect to all disclosures between the parties made for purposes of the Certification process until the process has been completed (either by issuance of a Certification or by the termination or suspension of the process without such Certification). Confidential Information shall be deemed and treated as such for 3 years after this NDA terminates.
- 6. Competition.** Neither party has an obligation to enter into any other agreement with the other party; and this NDA is neither intended to nor will be evidence of a business association between the parties. The Examiner and OMG shall not use or recommend that a third party use any method or process that is Confidential Information of Applicant for so long as it remains Confidential Information.

7. Equitable Relief. If the Examiner or OMG party breaches this NDA, then in addition to other rights it may have Applicant shall be entitled to seek injunctive and/or equitable relief.

8. General. This NDA constitutes the entire agreement between the parties with respect to disclosure of Confidential Information related to the Certification and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. No waiver or modification of this NDA shall be valid unless in writing and signed by authorized representatives of Applicant. This NDA shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding its choice of law provisions. The parties will adhere to any applicable laws regarding the export of Confidential Information. Should any provision of this NDA be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.

**EFFECTIVE DATE:**

**Examiner:** \_\_\_\_\_

Object Management Group, Inc. (OMG)	[Applicant]
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Phone:	Phone: