

Advanced Vacuum Systems

60 Fitchburg Road
Ayer, MA 01432
+1.978.772.0710



Mutual Nondisclosure Agreement

This AGREEMENT, made and entered into as of this ____ day of _____
(effective Date), by and between AVS Incorporated (AVS) with principal offices located at
60 Fitchburg Road, Ayer, MA 01432 and _____
(Signatory), having an address and place of business at _____

WHEREAS, each party wishes to evaluate and understand its potential involvement in a
project of mutual interest; and

WHEREAS, each party may find it necessary to disclose to the other party certain
confidential and proprietary information and intellectual property relating to its operations
which will be used by the other party only for its work on such project of mutual interest;
and

WHEREAS, each party is willing to release such information to the other on a confidential
basis and is willing to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, AVS and
Signatory agree as follows:

1. "Information" includes but is not limited to discoveries, ideas, concepts, know-how,
techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models,
samples, flow charts, data computer programs, disks, diskettes, tapes, marketing

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- plans, customer names, and other technical, financial, or business information in written, oral, tangible, or intangible forms. All Information provided by one party (Originator) to the other will be treated as confidential. Information in written or tangible form shall be labeled confidential or proprietary.
2. Information in oral or intangible form shall be designated as confidential or proprietary at the time of disclosure, provided that all information so designated must be documented in writing with-in 30 days of disclosure, identifying such disclosure as confidential and subject to the terms of this NDA.
 3. For a period of five (5) years following the receipt of Information, each party shall:
 - a. restrict disclosure of the Information solely to those of its employees and affiliates with a need to know and not disclose it to other persons;
 - b. advise such employees and affiliates of the obligation of confidentiality hereunder;
 - c. require such employees and affiliates to use the same degree of care as is used with that party's own proprietary information; and
 - d. advise the other party of any misappropriation or misuse of such party's Information.
 4. Notwithstanding anything to the contrary herein, neither party shall have any obligation to preserve the confidentiality of any Information that:
 - a. was previously known by it free of any obligation to keep it confidential;

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- b. is distributed to third parties by the Originator without restriction;
 - c. is or becomes publicly available, by other than unauthorized disclosure by the party receiving the Information;
 - d. is wholly or independently developed by the party receiving the Information;
 - e. is pursuant to an order issued by a court or regulatory body, provided that the receiving body, to the extent possible, notifies the Originator of such order prior to said production; or
 - f. is received from a third party without a statement of confidentiality.
5. All Information shall be deemed the property of the Originator, and the other party will return all Information received in tangible form to the Originator or destroy all such Information upon Originator's request.
6. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by the Originator.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Massachusetts and shall be binding upon the parties hereto and their respective successors and assigns.
8. Since either party may choose not to do business with the other in the future, each acknowledges that the other is not responsible or liable for any business decisions made by either in reliance upon disclosures made during any meetings between the parties or in reliance on any results of the discussions.

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9. The obligation to protect the confidentiality of Information received prior to such termination shall survive the termination of this Agreement for a period of five (5) years following the receipt of Information.
10. Each party agrees that, upon request from the other party, it will stop reproduction of Information provided by the other and further agrees to remove all such Information from its files and return all Information to the other, if requested to do so. Provided however, that one archival copy of the Information may be retained by the receiving party for use solely to provide legal advice on the scope of obligations under this Agreement.
11. Without the prior written consent of the U.S. Department of Commerce, as required, the receiving party agrees not to transmit any of the Information, directly or indirectly, to any country or to any citizen or resident of any country proscribed by the U.S. Department of Commerce under its Export Administration Regulations. This obligation shall survive the termination of this Agreement.
12. The parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the Originator and that, in addition to its other remedies, the Originator shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. The parties hereby waive any requirement for the posting of a bond or other security in connection with the granting to the Originator of such injunctive relief.
13. Each party represents to the other that this Agreement has been duly executed by a duly authorized officer or agent and constitutes a valid, binding, and enforceable obligation of such party.

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14. The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties with respect to the subject hereof and contain the entire agreement of the parties with respect to said subject matter. Such terms and conditions shall not be modified or amended, except in writing and signed by an authorized representative of both parties.

15. This Agreement shall continue until terminated in writing by either party.

AVS Inc.

Company Name

Company Name

Signature

Signature

Printed Name

Printed Name

Title

Title