Non Disclosure Agreement

This Non Disclosure Agreement (the "Agreement") is entered into on the _____ day of _____, 20 _____ (the "Effective Date"), by and between Community Systems Foundation, 219 South Main Street, Suite 206 Ann Arbor, MI 48104 USA and _____ (hereinafter referred to jointly as the "Parties").

WHEREAS, the parties have agreed to exchange information for the sole purpose of implementing an OpenEMIS technology platform, such that the information exchanged is considered confidential and proprietary by each of them.

NOW, THEREFORE, the parties hereby agree as follows:

1.   For purposes of this Agreement, "Confidential Information" means all information and data, including, but not limited to, personal, proprietary, technical, developmental, operating, performance, cost, know-how and process information, software, product descriptions, database descriptions, business strategies and all samples, models and prototypes containing or disclosing such information and data, that is disclosed either in a writing or orally. Confidential information does not include information (i) that is already in the public domain or that became publicly available through no breach of this Agreement by the party receiving the information (the "Receiving Party"), (ii) that the Receiving Party received from a third party without breach of a confidentiality agreement, or (iii) that is required to be disclosed by court order.

2.   The Receiving Party shall (i) treat Confidential Information with the same degree of care (provided that it is at least a reasonable degree of care) to avoid disclosure to third parties as it normally uses to protect its own confidential or proprietary information; and (ii) use the Confidential Information only for the purposes within the scope of the parties' discussions. The Receiving Party shall disclose Confidential Information only to those of the Receiving Party's employees, directors, advisors and agents who need access to such Confidential Information for the purposes within the scope of the parties' discussions and to no one else. The Receiving Party also shall assure that all persons who receive any of the Confidential Information directly or indirectly from it will abide by the terms and conditions of this Agreement as if such persons were parties to the Agreement.

3.   This Agreement shall automatically terminate one (1) year after its Effective Date unless extended by the parties. The rights and obligations accruing to either party prior to termination of the Agreement shall survive the termination of the Agreement for a period of three (3) years.

4.   Upon any termination of this Agreement in accordance with its terms, each party, within a reasonable period of time after receipt of written request from the other party hereto, shall return all Confidential Information and copies thereof received from the other party under this Agreement, except a single archival copy that may be retained by the Receiving Party's legal department for dispute resolution purposes only.

5.   The Receiving Party shall not be obligated to compensate the party providing the information (the "Disclosing Party") for Confidential Information (except as may result from a breach of this Agreement) and the Receiving Party acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Confidential Information.

6.   Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party.

7.   This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. No modification to this Agreement shall be binding on either party unless such modification is in writing and signed by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date.

Name   _____   Name   _____

Title   _____   Title   _____

Organization   _____   Organization   _____

Signed   _____   Signed   _____

Date   _____   Date   _____