**Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between the Health Policy Commission, a Massachusetts state agency established by chapter 224 of the Acts of 2012 (“HPC”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”).

WHEREAS, in the course of providing services to the HPC, Contractor will have access to or create confidential, proprietary, or otherwise sensitive information that is not generally known by or disseminated to the public as a matter of course;

NOW THEREFORE, in consideration of Contractor’s engagement to work for the HPC, the access Contractor will have to Confidential Information, as hereinafter defined, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contractor hereby acknowledges that it may be provided access to, become aware of, or create certain nonpublic information as a result of Contractor’s contract with the HPC, including without limitation, nonpublic data, documents, and other proprietary or sensitive information (collectively, “Confidential Information”).
2. Contractor agrees that it will not disclose any Confidential Information or any data derived or extracted from the Confidential Information, except solely to its employees on a need-to-know basis. Contractor further agrees that it shall only disclose Confidential Information to employees who are bound by obligations of confidentiality as restrictive as those set forth in this Agreement, and Contractor shall remain liable for its employees’ compliance with such obligations.
3. Contractor agrees to retain any Confidential Information only on a temporary basis for purposes of study, analysis, and preparation of materials for the HPC. Contractor shall return all Confidential Information immediately upon receiving a request from the HPC to return the information or upon the conclusion of Contractor’s current engagement or contract with the HPC.
4. Contractor will use the Confidential Information solely for the purposes of performing services to the HPC, and Contractor will not use, retain, release, publish, refer to, transfer, or disclose to any third party the Confidential Information, or any data derived or extracted from the Confidential Information, for any purpose, unless approved in advance by the HPC, except where such information is publicly available or where Contractor has acquired such information through a source completely independent from Contractor’s engagement or contract with the HPC.
5. While Confidential Information is in Contractor’s possession, Contractor will take all steps reasonably necessary to ensure the physical safety and confidentiality of the Confidential Information. Contractor will make the minimum number of electronic or photo copies of the Confidential Information necessary to perform the assigned work. Contractor will promptly report to the HPC any and all incidents in which unauthorized persons may have gained access to any Confidential Information or any Confidential Information may have been misplaced or lost.
6. Contractor acknowledges that its obligations under this Agreement shall survive the termination of any engagement or contract with the HPC regardless of the manner of or reasons for such termination, and the terms of this Agreement shall remain effective and binding. Contractor’s obligations under this Agreement shall be binding upon its assignees, successors, and representatives.
7. Contractor agrees that any breach of this Agreement will cause immediate and irreparable harm to the HPC not compensable by monetary damages and that the HPC will be entitled to obtain injunctive relief, in addition to all other available relief, in any court of competent jurisdiction to enforce the terms of this Agreement, without having to prove or show any actual damage to the HPC.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice of law principle. Contractor agrees to be subject to the jurisdiction of the Massachusetts Superior Court for purposes of enforcement of this Agreement.
9. If any provision of this Agreement, for any reason, is held to violate any applicable law or is otherwise held to be unenforceable, such provision shall be reformed only to the extent necessary to render such provision legal and enforceable.

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| HEALTH POLICY COMMISSION |  |  |
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| Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title |  | Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title |
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| Date |  | Date |