

## MHP Confidentiality Agreement

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This Confidentiality Agreement (“Agreement”) is made as of this [\_\_\_\_\_] day of May 2024 by and between the **MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD**, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“MHP”), and [\_\_\_\_\_] (“Vendor”), with a principal place of business at [\_\_\_\_\_].

The purpose of this Agreement is to protect the confidential and proprietary information disclosed by MHP to Vendor in connection with the Homeownership Subsidy Management System Modernization Request for Proposals, which involves a demonstration of MHP’s system. Vendor agrees that Vendor will not disclose any “Confidential Information” as defined below in Paragraph A and will take reasonable steps to prevent the disclosure of Confidential Information.

A. **CONFIDENTIAL INFORMATION.** Confidential Information shall mean any information that (i) is disclosed in writing or other tangible form by MHP to Vendor that is designated as confidential by MHP or is of a nature that the Vendor knew or reasonably should have known, under the circumstances, would be regarded by MHP as confidential; (ii) is not generally known in the relevant industry or industry segment; (iii) affords possessors of the information a commercial or business advantage over others who do not have the information; and (iv) to the extent not included in (i)-(iii) hereof, is information deemed confidential, as described in Paragraph B below.

Further, without granting by implication any rights with respect to any particular item of Confidential Information, the following also shall be deemed conclusively to be Confidential Information: (i) any data, information, documents, flow charts, logic diagrams, relating to the Confidential Information; and (ii) data or information, sales and marketing information, customer lists, customer data or the like, not generally known to the public.

B. **INFORMATION DEEMED CONFIDENTIAL.** Without limiting the provisions of the preceding paragraphs and whether or not otherwise meeting the criteria described therein, any and all documents, data, or other information containing the identity of and/or pertaining to MHP borrowers or customers (“MHP Customers”) shall be deemed conclusively to be Confidential Information.

C. **SECURITY OF CONFIDENTIAL INFORMATION.** Vendor shall maintain all such Confidential Information under secure conditions, using reasonable security procedures, practices and measures appropriate to the nature of the Confidential Information, and in any event not less than the same security procedures used by Vendor for the protection of its own Confidential Information of a similar kind, to protect Confidential Information from unauthorized access, destruction, use, modification, or disclosure.

D. NON-DISCLOSURE OBLIGATION. Vendor shall not disclose any Confidential Information to any third party without the express prior written consent of MHP.

E. COPYING OF CONFIDENTIAL INFORMATION. Vendor shall not use, copy, duplicate, compile, disassemble, record, or otherwise reproduce any part of any Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of MHP. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Agreement, shall be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein.

Vendor agrees that a breach of this Agreement may lead to disciplinary action including legal action.

**Miscellaneous.**

This Agreement contains the entire agreement of the parties and may not be modified except in writing signed by the parties. The individuals signing this Agreement represent and warrant that they are authorized to and by their signature intend to bind the parties for which they purpot to act. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall continue to be enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties hereby submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have entered into this Agreement under seal as of the date set forth above.

MASSACHUSETTS HOUSING  
PARTNERSHIP FUND BOARD

[VENDOR COMPANY NAME]

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date: