

EXHIBIT "A"

DISCLOSURE AGREEMENT BETWEEN MODEL DEVELOPER
AND IMPACTED PARTY

This Agreement is entered by and between _____ [Software Developer] and _____ [Requester's name] (hereafter "Requester") regarding the release of _____'s [Software Developer] source codes and user manual for _____'s [Software Developer] _____ [model name] computer model, as required by 44 CFR Section 65.6(a)(6)(iii).

A. Requester has filed an appeal with the Federal Emergency Management Agency (hereafter "FEMA") under the provisions of 44 CFR, Part 65 or Part 67, and requires _____'s [Software Developer] source code and user manual for _____ [model name] to prepare appeal materials for FEMA's review. In consideration of FEMA's acceptance of the _____ [model name] computer model as an approved computer model as provided in the National Flood Insurance Program and Related Regulations and in consideration of the terms, covenants, and conditions herein assumed by Requester, _____ [Software Developer] has released the source code and user manual pursuant to the certain Conditional Permission to Disclose Source Code and User Manual (hereafter "Conditional Permission"), the terms and conditions by which Requester agrees to be bound. Said Conditional Permission is incorporated herein by reference.

B. _____'s [Software Developer] source codes and user manual contains confidential information and trade secrets that were developed solely at _____'s [Software Developer] expense. Confidential information means _____'s [Software Developer] information of a proprietary, trade secret, or confidential nature, disclosed pursuant to this agreement, which may include but is not limited to research data, technical information, software, samples, specifications, laboratory or engineering

techniques or manuals, or other intellectual property or its physical embodiments.

[Software Developer] is disclosing this Confidential Information to Requester for the sole purpose of permitting Requester's evaluation of it related to the appeal referenced above and as described in the Conditional Permission. Requester agrees to protect _____'s [Software Developer] rights with respect to the Confidential Information and to take all steps necessary to protect the Confidential Information from unauthorized use or disclosure. Requester shall not copy, duplicate, reproduce, or transcribe _____'s [Software Developer] Confidential Information. All Confidential information shall be and remain the property of _____ [Software Developer], and no present or future intellectual property rights or licenses are offered, granted, or implied by _____ [Software Developer] in the disclosure of any Confidential Information hereunder.

C. Requester agrees not to disclose _____'s [Software Developer] Confidential Information in any way or in any form to third parties without _____'s [Software Developer] prior specific written authorization, and Requester agrees to disclose the Confidential Information only to those of its administrators, employees, or others under its control who have a need to know the Confidential Information to achieve the purpose set forth above, all of whom will be required by Requester to protect it in accordance with this Agreement.

D. Requester shall have 120 days from the receipt of _____'s [Software Developer] Confidential Information within which to conduct its review. At the expiration of the 120 day period, Requester shall forthwith return all Confidential Information to _____ [Software Developer], unless the Requester has received prior written consent to the contrary.

E. This agreement shall be construed under the laws of the State of _____ [location of requester]. In the event of litigation, venue shall lie in

_____, [county, State], or in any other venue chosen by

[Software Developer] at its sole option.

F. In the event any party engages an attorney to enforce the terms and conditions herein, whether suit is brought or not, such party shall be entitled to an award of reasonable attorneys and costs, at trial and appellate levels.

G. This agreement shall be binding on the parties, their successors, and assigns.

[Software Developer]

By: _____
[representative of Software Developer]

Witness

Date: _____

Witness

“Requester”

By: _____

Witness

Its: _____
[title of Requester’s representative]

Date: _____

Witness

STATE OF _____ [location of requester]

COUNTY OF _____ [location of requester]

The foregoing instrument was acknowledged before me this _____ [date] day of _____, _____ [month, year] by _____ [representatives of Software Developer], _____ [title] of _____ [Software Developer], a _____ [State] corporation, on behalf of the corporation. He/She is personally known to me, or he/she produced _____ [item] as identification.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____
COUNTY OF _____