

CONFIDENTIALITY AGREEMENT

This Agreement, dated September \_\_, 2005, is entered into by (a) the Harvard Alumni Association and the Harvard University Division of Alumni Affairs and Development (collectively, "Harvard"), and by (b) Claudia D. Goldin, the Henry Lee Professor of Economics at Harvard University, Lawrence Katz, Professor of Economics at Harvard University, and Bryce Ward, candidate for the Ph.D. degree in the Department of Economics at Harvard University (collectively, the "Researchers").

Harvard will provide certain confidential and proprietary information ("Information") to the Researchers for the sole purpose of assisting the Researchers in a project to develop a dataset for the "Harvard and Beyond" project commissioned by President Lawrence Summers and Dean Drew Faust. The goal of the project is to create a large and valuable data set on Harvard College students to allow for the tracking of various outcomes in the years since their entrance/graduation and the examination of possible gender differences in career and family outcomes. Information provided by Harvard to the Researchers under this Agreement (including both paper and electronic records), unless otherwise noted in writing by Harvard, shall be deemed strictly confidential, shall remain the property of Harvard, and shall not be disclosed by the Researchers to any third party without Harvard's prior written consent. The Information may be used by the Researchers only in carrying out the research described herein. The Researchers agree to take reasonable steps to ensure that the Information is not disclosed or distributed in violation of this Agreement. The Researchers will protect all Information in compliance with commercially acceptable standards and no less rigorously than they protect their own confidential or proprietary information. Upon request from Harvard, the Researchers shall return or destroy all tangible manifestations of the Information received pursuant to this Agreement and all copies

and reproductions thereof. Upon termination of this Agreement, the Researchers shall immediately return all tangible manifestations of the Information and all copies and reproductions thereof to Harvard.

The confidentiality obligations imposed by this Agreement are perpetual and shall survive termination of this Agreement for any reason.

This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior negotiations and understandings of the parties with respect thereto. This Agreement may not be modified except by a written instrument signed by all parties.

No party may assign this Agreement to any other party without the prior written consent of all other parties.

This Agreement shall be binding on all parties and their respective heirs, executors, estates, successors, and assignees.

This Agreement has been signed as a sealed instrument under Massachusetts law as of the date first-above written.

HARVARD ALUMNI ASSOCIATION

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

\_\_\_\_\_  
Claudia D. Goldin

HARVARD UNIVERSITY DIVISION OF  
ALUMNI AFFAIRS AND DEVELOPMENT

\_\_\_\_\_  
Lawrence Katz

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

\_\_\_\_\_  
Bryce Ward