



4 Jay Street, Cambridge, MA 02139 USA  
www.cambridgedata.com

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## Memorandum of Understanding

This memorandum sets out the understanding between Cambridge Data Systems, Inc. (Cambridge Data), with offices at 4 Jay Street, Cambridge, MA 02139 USA and \_\_\_\_\_ (Client) \_\_\_\_\_, with offices at \_\_\_\_\_.

### Summary:

Cambridge Data and \_\_\_\_\_ (Client) \_\_\_\_\_ agree to work together to develop a 'talent bank' of \_\_\_\_\_ (Client) \_\_\_\_\_ Members, and others. The talent bank will be accessible by subscribing clients through the \_\_\_\_\_ (Client) \_\_\_\_\_ web site. Cambridge Data and \_\_\_\_\_ (Client) \_\_\_\_\_ will divide evenly any revenues received from these clients, after deduction of any credit card or bank fees.

### Details:

Whereas \_\_\_\_\_ (Client) \_\_\_\_\_ has a web site for the benefit of its members; and

Whereas \_\_\_\_\_ (Client) \_\_\_\_\_ wishes to have as one aspect of its web site the ability for members to register and provide information for potential employers; and

Whereas Cambridge Data has experience and technical capabilities to provide this type of web site tool,

Now therefore the parties agree to the following:

1. Cambridge Data will work with the leaders of \_\_\_\_\_ (Client) \_\_\_\_\_ to develop and host a web interface allowing members, as agreed by \_\_\_\_\_ (Client) \_\_\_\_\_ to register through the \_\_\_\_\_ (Client) \_\_\_\_\_ web site, with the registrants' data and documents being stored on Cambridge Data servers;
2. Any and all data submitted through the \_\_\_\_\_ (Client) \_\_\_\_\_ web site will remain the property of \_\_\_\_\_ (Client) \_\_\_\_\_ and be available to \_\_\_\_\_ (Client) \_\_\_\_\_ upon request; Cambridge Data will make no use of this data for its own marketing or sales efforts nor will it make this data available to anyone outside of the terms laid forth in this memorandum;
3. Cambridge Data will maintain this data in a safe and secure manner;
4. Following submission of data by a registrant, Cambridge Data will review the data in a timely manner and, according to criteria agreed to with \_\_\_\_\_ (Client) \_\_\_\_\_ approve or reject the registrant;
5. \_\_\_\_\_ (Client) \_\_\_\_\_ will promote access to the Talent Bank to appropriate organizations on its web site and through other manners it chooses;
6. Organizations wishing to access the Talent Bank will apply on-line through the \_\_\_\_\_ (Client) \_\_\_\_\_ web site, using a template developed and hosted by Cambridge Data;

7. Following criteria agreed to between the parties, Cambridge Data will accept or reject the application; such criteria will be publicized on the \_\_\_\_\_ (Client) \_\_\_\_\_ web site;
8. The terms of an organization's access to the Talent Bank (its 'subscription') will be agreed to between the parties, but is expected to be along the lines of a trial period followed by an annual subscription fee;
9. Cambridge Data will manage all subscription billing, accounting, and collections and maintain clear records of all financial transactions related to the Talent Bank;
10. Cambridge Data will maintain an email help desk for registrants and subscribers;
11. Cambridge Data will be allowed promote its involvement with \_\_\_\_\_ (Client) \_\_\_\_\_ in an appropriate manner, including by noting at the bottom of web pages it hosts a logo and tag " \_\_\_\_\_ (Client) \_\_\_\_\_ data powered by Cambridge Data Systems" and the distribution of appropriate publicity materials or use of the system in demos for clients; any press releases will be made available to \_\_\_\_\_ (Client) \_\_\_\_\_ for approval in advance;
12. All revenues received by Cambridge Data as payment for access to the \_\_\_\_\_ (Client) \_\_\_\_\_ Talent Bank will be split evenly with \_\_\_\_\_ (Client) \_\_\_\_\_, following deduction of any direct processing costs for credit card payments, or any direct bank fees for wires, foreign check processing, or bounced check payments and the like; revenues after these deductions are considered 'net revenues' in this agreement;
13. Cambridge Data will provide an accounting of receipts monthly, including a list of all current users (including those with free trials), current paying subscribers, and amounts paid;
14. Cambridge Data will pay \_\_\_\_\_ (Client) \_\_\_\_\_ its share of at least quarterly by check, or at the end of any month if the amount due to \_\_\_\_\_ (Client) \_\_\_\_\_ exceeds \$500.

**Term:**

This agreement shall remain in effect for three years from the data of signing, unless both parties mutually agree in writing to terminate it earlier.

**Agreed:**

For Cambridge Data Systems, Inc.

For \_\_\_\_\_ (Client) \_\_\_\_\_

By: David Sears

By: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_