

# Baldwin County Public Schools

## Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Baldwin County Public Schools ("Disclosing Party") with its principal offices at 2600 North Hand Avenue, Bay Minette, AL 36507 ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party"), located at \_\_\_\_\_ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material released by Disclosing Party unless otherwise indicated in written notice.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure; (b) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to adhere to nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Receiving Party shall notify Disclosing Party immediately if any confidential data is compromised or potentially compromised, even if there is uncertainty as to whether the data was specifically targeted (e.g., a stolen laptop with the confidential data on it).

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

**5. Warranty.** Disclosing Party does not make any representation with respect to and does not warrant any information provided under this agreement. Disclosing Party shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the disclosed information.

**6. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives and successors of such party. Each party has signed this Agreement through its authorized representative.

**Baldwin County Public Schools**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_