

Cal-ISBOA California Independent Schools Data Center Non-Disclosure Agreement

California Independent School Business Officers Associations (Cal-ISBOA) sponsors the preparation of a survey that is conducted by Dynamic Benchmarking (“the survey”). Data is collected from survey participants (“disclosing schools”) in Cal-ISBOA’s California Independent Schools Data Center to provide perspective on the operations of Cal-ISBOA member schools. The survey requests member schools to disclose confidential non-public information, such as salary, and other financial and business information. Disclosing this non-public information as part of this survey does not result in this information becoming public.

Dynamic Benchmarking in conducting the survey treats the survey data as confidential and will not share any of the data with other consultants, organizations, or for-profit firms or use it for any commercial purpose. Any use of the data by Dynamic Benchmarking may be done only with the specific permission of Cal-ISBOA.

Cal-ISBOA will not release the data collected as part of the survey to a Cal-ISBOA member (hereinafter “recipient”), unless he or she agrees to the terms set forth herein in this Non-Disclosure Agreement (“Agreement”).

In consideration of being provided access to the data collected in the survey, recipient agrees to the following terms and conditions:

- 1. Definition of Confidential Information.** The term “Confidential Information” means any data that is proprietary to the disclosing school, and not generally known to the public, including but not limited to:
 - A. Any financial information or projections, salary information, or present or future business activities or plans of the disclosing school.
 - B. Any other information that should reasonably be recognized as confidential information of the disclosing school.

Notwithstanding the above, Confidential Information does not include information which: (1) was known to recipient prior to receiving the survey; (2) becomes known to recipient from a third-party source not known (after diligent inquiry) by recipient to be under an obligation to keep such information confidential; or (3) is or becomes publicly available through no fault of recipient. Recipient may disclose Confidential Information if required to pursuant to a legal proceeding or process.

Recipient acknowledges that Confidential Information is proprietary to the disclosing school and the disclosing school is providing this Confidential Information as part of the survey with the understanding and expectation that each recipient of the survey will maintain the confidentiality of all Confidential Information. Recipient's duty to maintain the confidentiality of all Confidential Information remains in effect indefinitely.

- 2. Use and of Confidential Information.** Recipient agrees to use Confidential Information included in the survey solely in connection with the recipient school's current or contemplated business, and not for any other purpose, without the prior written consent of each disclosing school. Recipient shall promptly advise Cal-ISBOA if it becomes aware of any possible unauthorized use or disclosure of Confidential Information.
- 3. Disclosure of Confidential Information.** Recipient understands that the survey contains Confidential Information. Recipient may only share Confidential Information included in the survey with business officers, senior administrators, and the board of trustees of recipient's school. Other than as set forth in this paragraph, or unless required by law, Confidential Information may not be disclosed without the prior written consent of each disclosing school.

Recipient further agrees to abide by the following rules regarding disclosure of Confidential Information.

- A. If recipient receives a request from a business officer, senior administrator, or a trustee for Confidential Information, before disclosing Confidential Information, recipient must provide the requesting administrator or trustee with a copy of this Non-Disclosure Agreement, and recipient must be assured of the administrator, or trustee's understanding and active assent to the terms and conditions herein before disclosing Confidential Information.
 - B. Recipient may not distribute Confidential Information in electronic form. Recipient may disclose Confidential Information to business officers, senior administrators, or trustees by computer projection screen, or by providing a paper copy of the Confidential Information during an in-person meeting and collecting the copy after the meeting.
 - C. General summary data, such as averages, medians, and percentiles, that does not identify the specific data of another school, may be disclosed to recipient school's auditor only after the auditor has agreed in writing not to disclose or otherwise use the general summary data outside of the audit being performed for recipient's school.
- 4. Remedies.** If it appears that recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Cal-ISBOA and/or a disclosing school shall be entitled to an injunction to restrain recipient from disclosing the

Confidential Information in whole or in part. No Party shall be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

- 5. General Provisions.** This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both Parties. This Agreement shall be construed under the laws of the State of California. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.