

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT (this "Agreement") dated as of _____ between BLOOMSBURG AREA SCHOOL DISTRICT, and _____ (the "Recipient") (each a "Party", and collectively, the "Parties").

WHEREAS Bloomsburg Area School District expects to disclose to the Recipient confidential information about Bloomsburg Area School District' business and technology, the Recipient agrees as follows:

1. "Bloomsburg Area School District Confidential Information" means, individually and collectively, any and all information, including, without limitation, information relating to the students and staff of Bloomsburg Area School District.

2. Bloomsburg Area School District shall disclose to Recipient only such Bloomsburg Area School District Confidential Information as Bloomsburg Area School District, at its sole discretion, considers necessary for Recipient to function in its defined role.

3. The Recipient shall maintain Bloomsburg Area School District Confidential Information received pursuant to this Agreement in confidence and not disclose the same to any third party. Recipient shall use Bloomsburg Area School District Confidential Information exclusively for the purpose of its role at Bloomsburg Area School District as defined, and for no other purpose. **Recipient shall not disclose Bloomsburg Area School District Confidential Information to any entity except as is required by Recipient's duties to the Bloomsburg Area School District and only if such disclosure is proper given the subject's right to privacy and confidentiality.** The foregoing obligation of confidentiality by Recipient shall not apply to any information with respect to which the Recipient can demonstrate by written records that:

(1) such information was already in the Recipient's possession or control prior to the earlier of the date of (a) disclosure or (b) first interaction with Bloomsburg Area School District (provided that such information is not subject to another contractual, legal or fiduciary obligation to Bloomsburg Area School District or a third party); or

(2) such information was on the date of its disclosure to Recipient in or thereafter enters the public domain other than as a result of disclosure by Recipient in breach of this Agreement; or

(3) becomes available to the Recipient on a non-confidential basis from a source other than Bloomsburg Area School District, provided that such source has the right to disclose such information and is not prohibited by a confidentiality agreement with or other contractual, legal or fiduciary obligation of nondisclosure to Bloomsburg Area School District or to another third party.

4. The Agreement set forth herein may be modified, amended or waived only by separate written agreement of each of the Parties expressly so modifying, amending or waiving such Agreement. The waiver by either Party of compliance with any provision of this Agreement by the other Party shall not operate or be construed as a waiver of such Party of a provision of this Agreement.

IN WITNESS WHEREOF, the Recipient executes this Agreement as of the date first set forth above.

RECIPIENT:

FOR BLOOMSBURG AREA SCHOOL DISTRICT:
