



Pittsburgh Public Schools

Standard Operating Procedure

Confidentiality Agreement

Office of Information and Technology

OIT-001

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and effective on _____ by and between the School District of Pittsburgh and ("Recipient") / (Print name and Company)

1. Confidential Information:

The School District of Pittsburgh proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by The School District of Pittsburgh. Nothing herein shall require The School District of Pittsburgh to disclose any of its information.

2. Recipient's Obligations:

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to The School District of Pittsburgh and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with The School District of Pittsburgh, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from The School District of Pittsburgh to any other party whatsoever except with the specific prior written authorization of The School District of Pittsburgh. All data is additionally considered confidential under the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability Protection Act (HIPPA), and appropriate regulations of the Pennsylvania Department of Education relating to the confidentiality of student records.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of The School District of Pittsburgh, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to The School District of Pittsburgh regarding destruction within ten (10) days thereafter.

C. Recipient represents it has a legitimate educational interest in obtaining District data and further certifies that it is receiving the data subject to conditions set-forth therein.

3. Term:

The obligations of Recipient herein shall be effective from the date indicated above until The School District of Pittsburgh last discloses any Confidential Information to Recipient pursuant to this Agreement.

4. Other Information:

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to The School District of Pittsburgh along with the asserted grounds for disclosure.

5. No License:

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity:

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with The School District of Pittsburgh.

7. Governing Law and Equitable Relief:

This Agreement shall be governed and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania and Recipient consents to the exclusive jurisdiction of the state courts and Governing Law and Equitable Relief. U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, The School District of Pittsburgh may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect The School District of Pittsburgh against any such breach or threatened breach.

8. Final Agreement:

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment:

Recipient may not assign this Agreement or any interests herein without The School District of Pittsburgh written and contractual consent.

10. Severability:

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices:

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

12. No Implied Waiver:

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. District Acceptance / Processing Signatory:

Company Name

Date

User Access Name

User Access Signature

THIS FORM MUST INCLUDE AN ASSOCIATED VPN FORM (if system / data access is required) AND BOTH FILES, OR THIS FILE, MUST BE EMAILED TO support@pghschools.org FOR PROCESSING