

CONFIDENTIAL NONDISCLOSURE AGREEMENT

This Agreement is made between **Geneva Community Unit School District 304, 227 North 4th Street, Geneva IL**, referred to as the "School District," and [**COMPANY**], and its employees, referred to as the "Contract Manager."

Contract Manager has previously entered into a [**Software License** / **Application Service**] with the School District (referred to as the "Contract Agreement") which requires that Contract Manager have access to certain confidential information from the School District.

Contract Manager acknowledges by this Agreement that this information is confidential and that the School District has a duty to maintain the confidentiality of this information under the laws of the State of Illinois and the United States of America.

In consideration of the mutual promises of performance, the School District and Contract Manager agree as follows:

1. For purposes of this Agreement, Confidential Information is defined as any writing or other recorded information concerning students and employees by which students and/or employees may be individually identified, maintained by the School District or at its direction or by an employee of the School District, regardless of how or where the information is stored.
2. Access to the School District's Confidential Information is limited as defined in the Contract Agreement and incorporated by reference. This Agreement supersedes all confidentiality/privacy statements in other licensing or documentation.
3. The School District will provide access to Confidential Information to Contract Manager on an "as needed" basis only when access is necessary for the purposes specified in the License Agreement.
4. Contract Manager agrees not to use, copy or permit the use or copying of any Confidential Information or materials relating to the Confidential Information, by any person, firm, or corporation. Contract Manager will not disclose, sell, transfer, lease, license or otherwise disseminate the Confidential Information in any manner.
5. Contract Manager agrees that it will not intentionally access any Confidential Information that is not required in connection with the above-referenced purposes and that if it does accidentally access Confidential Information, it will immediately notify the School District of the access and take all appropriate and reasonable steps to protect and/or destroy the Confidential Information in its possession.
6. It is expressly understood and agreed that Contract Manager will defend, indemnify and

Initial (School District) _____

Initial (Contract Manager) _____

hold the School District harmless from any loss, cost, expense, damage or liability resulting from any judicial action brought or threatened against the School District as a result of Contract Manager's misuse of the Confidential Information to which it will have access as a result of this Agreement.

7. The obligations of Contract Manager, its employees, subsidiaries, affiliates, subcontractors, and agents to protect Confidential Information are effective upon execution of this Agreement and will continue in perpetuity.
8. Contract Manager agrees that any violation of the restrictions contained in this Agreement will constitute a material breach of this Agreement entitling the School District to immediate injunctive relief in addition to any other remedies the School District may have at law or equity.
9. The termination provisions of the Contract Agreement between the parties apply to this Agreement. On termination of this Agreement or the Contract Agreement or breach of any terms and conditions by Contract Manager, the School District may immediately discontinue access to Confidential Information. The School District, at its option, can finalize the contractual relationship and require the Contract Manager to immediately return the Confidential Information, in a non-proprietary, mutually agreed upon format, to the School District and the Contract Manager will delete all information from its operational systems and back-up systems.
10. This Agreement will be governed by Illinois law. The Circuit Court for the 16th Judicial Circuit (Kane County, Illinois) shall have exclusive jurisdiction for disputes under this Agreement, and Contract Manager hereby submits to the jurisdiction of the same.
11. Contract Manager will insure that all Confidential Information is disclosed to only the employees who need information incidental to their employment. The Contract Manager will take appropriate steps to insure the obligations set forth in this Agreement are fulfilled. Contract Manager agrees not to disclose the Confidential Information to any of its subsidiaries, affiliates, subcontractors, or agents unless it has the prior written approval of the School District and the person to whom the Confidential Information is disclosed agrees in writing to be bound to the terms of this Agreement.

Initial (School District) _____

Initial (Contract Manager) _____

Signed on the _____ day of _____ 20__

GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304

Signature

Print Name

Print Title

Signed on the _____ day of _____ 20__

CONTRACT MANAGER

Signature

Print Name

Print Title