

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into effective, _____, by and between, the Partnership for Los Angeles Schools (the "Partnership"), and _____ ("Vendor") for itself and its affiliated companies.

WHEREAS, PARTNERSHIP discloses to Vendor, student directory information that may include, but are not limited to, home addresses and telephone numbers which are proprietary, restricted or secret, and confidential to Partnership ("PARTNERSHIP CONFIDENTIAL INFORMATION")

WHEREAS, Vendor discloses to Partnership, subscriber serviceability information that may include, but are not limited to, vendor sites, network assets, customer or cost information which are proprietary, restricted or secret, and confidential to Vendor ("VENDOR CONFIDENTIAL INFORMATION")

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED by the Partnership and Vendor as follows:

1. Vendor shall use such PARTNERSHIP CONFIDENTIAL INFORMATION only for the purpose of developing programming to provide Partnership households with access to broadband services and related customer support. Vendor is strictly prohibited from using PARTNERSHIP CONFIDENTIAL INFORMATION for any other purpose, including, but not limited to, any marketing or solicitation activities. Vendor shall restrict disclosure of such PARTNERSHIP CONFIDENTIAL INFORMATION to its employees with a need to know (and advise such employees of the obligations assumed herein), and shall not disclose such PARTNERSHIP CONFIDENTIAL INFORMATION to any third party without prior written approval of the Partnership.
2. Partnership shall use such VENDOR CONFIDENTIAL INFORMATION only for the purpose of developing programming to provide Partnership households with access to broadband services and related customer support. Partnership is strictly prohibited from using VENDOR CONFIDENTIAL INFORMATION for any other purpose, including, but not limited to, any communications with student households, other vendors, or any other parties outside of the Partnership. Partnership shall restrict disclosure of such VENDOR CONFIDENTIAL INFORMATION to its employees with a need to know (and advise such employees of the obligations assumed herein), and shall not disclose such VENDOR CONFIDENTIAL INFORMATION to any third party without prior written approval of the Vendor.
3. This Agreement shall be governed by the laws of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) ("FERPA"), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records, and the state of _____.
4. The obligations of this Agreement with respect to the disclosure and use of CONFIDENTIAL INFORMATION shall survive for a period of three (3) years from the date of last disclosure.
5. The parties recognize and agree that the obligations under paragraphs 1, 2 and 6 of this Agreement shall survive the termination of this Agreement, and the parties shall be bound by such obligations after termination hereof.
6. This Agreement constitutes the entire understanding between the parties hereto as to the PARTNERSHIP CONFIDENTIAL INFORMATION and VENDOR CONFIDENTIAL INFORMATION and merges all prior discussions between them relating thereto.
7. No amendment of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[Partnership for Los Angeles Schools]

[Vendor]

By: _____

(Typed or printed name and Title)

By: _____

(Typed or printed name and Title)