



# ANCHOR HOMESCHOOL ACADEMY

## Anchor Homeschool Academy Non-Disclosure Agreement

This Non-disclosure Agreement ( this “Agreement”) is made effective as of \_\_\_\_\_ (the “Effective Date”), by and between Anchor Homeschool Academy (“AHA”) and \_\_\_\_\_ (the “Recipient”).

AHA has requested and the Recipient agrees that the Recipient will protect the confidential material, information, and relationships (including student and family information) which may be disclosed between AHA and the Recipient. Therefore, the parties agree as follows:

**CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information or material which is proprietary to AHA, whether or not owned or developed by AHA, which is not generally known other than by AHA leadership and which the Recipient may obtain through any direct or indirect contact with AHA staff. Regardless of whether specifically identified as confidential or proprietary. Confidential information shall include any information concerning AHA business, technology, and any information involving any third party with which AHA deals. (Third parties include but are not limited to AHA members, students, families, and staff. Staff or representatives from Messiah Lutheran Church, and any and all sub contractors or vendors.) Including, with out limitations AHA students, families, and any and all private information including financial involving any AHA members that is received or gained as a part of your role with AHA. In addition, business records, trade secrets, technical data and payment information, product or class ideas, contracts, AHA financial information, class pricing structure, staff or family discounts, intellectual property, strategic alliances, partners, families, and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand to be confidential.

A. “Confidential Information” does not include:

- matters of public knowledge that result from disclosure by AHA senior leadership;
- information rightfully received by the Recipient from a third party without duty of confidentiality;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner; and any other information that both parties agree in writing is not confidential.

**2. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledged that the Confidential Information has been developed or obtained by AHA by the investment of significant time, effort, expense, and relationship. The Confidential Information is a valuable, special, and unique asset of AHA and provided AHA with a competitive advantage and needs to be protected from improper disclosure. Confidential Information regarding AHA families and or students has been obtained through relationship and trust and is imperative that it is protected. The recipient agrees as follows:

A. NO DISCLOSURE. The recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity with out prior written consent of AHA.

B. **NO COPYING/MODIFYING.** The Recipient will not copy or modify any Confidential Information, or AHA class procedure, structure, or practice without the prior written consent of AHA.

C. **Unauthorized Use.** The Recipient shall promptly advise the AHA Senior Leadership if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. The Recipient shall not disclose any Confidential Information to any employees of AHA with the exception of employees who are required to have the confidential information to preform their job or duties.

3. **UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, AHA shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. AHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages on behalf of AHA or any AHA member, student, or family effected.

4. **NON-CIRCUMVENTION.** For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business or membership with contacts or members of AHA without express written permission of AHA.

5. **RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This agreement does not create any agency, partnership, or joint venture.

6. **NO WARRANTY.** AHA does not represent or warrant that any product or business plan or information disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at a the risk of the Recipient.

7. **ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

8. **TERM.** The obligations of this Agreement shall survive 2 years from the effective date or until AHA serves the Recipient with notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of the Agreement from unauthorized use or disclosure indefinitely.

9. **MANDATED REPORTER.** If the Recipient is made aware of any circumstances regarding any AHA student or family that raises concern for the safety or protection of any AHA student, family, or member they will immediately report it to AHA senior leadership. This information or circumstances is classified as Confidential Information, in regards to sharing with anyone outside AHA senior leadership or authorities. Any information shared with AHA senior leadership will be properly reported to county authorities; including but not limited to Social Services and the Police. AHA reserves the right to investigate any allegations brought forward before reporting or in conjunction with the proper authorities. AHA will work with the authorities and the reporter to ensure our students and families health and safety.

10. **SIGNATORIES.** This Agreement shall be executed by AHA and the Recipient and delivered and carried out by a manner prescribed by law as of the first date written above.

Anchor Homeschool Academy:

\_\_\_\_\_

Date: \_\_\_\_\_

Recipient:

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)