

## **CONFIDENTIALITY AGREEMENT**

Tucson International School Board of Trustees  
Doing Business As the International School of Tucson ("IST")

In consideration of my access to the information pertaining to the operations and management of IST, and as a member of the Board of Trustees (the "Board"), I, as a Trustee of the Board ("Trustee") hereby agree as follows:

### **Section 1. Definition of Confidential Information.**

As used in this Agreement, the term "Confidential Information" shall mean:

1. Information marked or designated by IST, as confidential, in verbal, written, or electronic form.
2. Information provided to IST by third parties which IST is obligated to keep as confidential.
3. Any and all information discussed at special and general meetings of the Board.

### **Section 2. Acknowledge Receipt of Confidential Information.**

I hereby acknowledge that in the course of performing my duties as Trustee, I will have access to Confidential Information, the confidential status of which is highly important to IST, and I hereby agree, in addition to specific covenants contained in this Agreement, to comply with all IST policies and procedures for the protection of Confidential Information.

### **Section 3. Communications and Notification of Confidentiality.**

Communications among Trustees may occur via various media, including, but not limited to, in-person conversations, telephone, postal service, and email. I understand that confidential information may be transmitted via any of these media. All written communications shall be presumed to contain Confidential Information, unless specifically noted or marked otherwise,

### **Section 4. Acknowledgement of Irreparable Harm.**

I acknowledge that any disclosure of Confidential Information could cause irreparable harm to IST, and to third parties that provide Confidential Information to IST.

### **Section 5. Covenant of Non-Disclosure.**

I agree not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third party without the express consent of the Board.

### **Section 6. Covenant of Non-Use.**

I agree that I will not copy, transmit, reproduce, summarize, quote, or make any other use whatsoever of Confidential Information, except as may be necessary to perform my duties as a Trustee to IST.

### **Section 7. Safeguard of Confidential Information.**

I agree to exercise the highest degree of care in safeguarding Confidential Information

against loss, theft, or inadvertent disclosure, and agree generally to take all steps necessary to ensure the maintenance of confidentiality.

**Section 8. Exclusions.**

This Agreement shall not apply to any information now or hereafter voluntarily disseminated by IST to the public, or which otherwise becomes part of the public domain by any legal means.

**Section 9. Return of Confidential Information.**

Upon termination of my position as Trustee of IST, at the Board's request, I will deliver promptly to IST all Confidential Information (or dispose of it otherwise as determined by the Board) in whatever form that may be in my possession or under my control. Or, at the Board's instructions, upon termination of my position as Trustee, or otherwise as requested, I will destroy all copies of Confidential Information in my possession.

**Section 10. Subpoenas.**

If I am served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information, I will immediately notify IST in order that it may take actions that it deems necessary to protect its interests.

**Section 11. Remedies.**

If I fail to abide by this Agreement, IST will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by my breach, and to other remedies provided by applicable law.

**Section 12. Duration.**

The obligations set forth in this Agreement will continue beyond the term of my service to the Board and to IST and for so long as I possess Confidential Information.

**Section 13. Miscellaneous Provisions.**

IST agrees not to disclose Confidential Information within its organization except to persons specifically authorized by IST, and only after having notified such persons of the confidential nature of the information and having placed them under similar covenants of nondisclosure and non-use.

Signed:

Print Name:

Position:

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_