



D.E.L.T.A. STEAM Academy Charter School Board of Directors SY 23-24 Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is by and between D.E.L.T.A. STEAM Academy, Inc. (the “Disclosing Party”) and _____ (the “Receiving Party; collectively referred to herein as the Parties”). The Receiving Party acknowledges that, by reason of membership on the board of D.E.L.T.A. STEAM Academy, Inc. or partnership with D.E.L.T.A. STEAM Academy, Inc. for the provision of professional services (the “Purpose”), he or she may receive and/or have access to information and materials concerning the other Party which is confidential.

1. Confidential Information. For the purposes of this Agreement, “Confidential Information” shall include all nonpublic information disclosed directly or indirectly by the Disclosing Party to the Receiving Party, whether written or oral, through any means of communication or observation. All Confidential Information shall remain the property of the Disclosing Party. This Agreement shall not require the Disclosing Party to disclose any of its Confidential Information.

2. Standard of Care. The Receiving Party shall maintain the Confidential Information in strict confidence and shall protect Confidential Information received pursuant to this Agreement by using the same standard of care which it uses to protect and safeguard its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information.

3. Restrictions on Use and Disclosure. The Receiving Party agrees to use the Confidential Information solely for the Purpose, and not for its own purpose or benefit or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall only disclose Confidential Information to those persons who have a need to know such Confidential Information in order to fulfill the Purpose. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information. The Receiving Party is responsible for breaches of this Agreement by persons to whom it discloses Confidential Information received hereunder.

4. Exceptions to Confidential Information. This Agreement shall not impose any obligation upon the Receiving Party with respect to information or data which: (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) was rightfully in the possession of the Receiving Party prior to its receipt from the Disclosing Party; (c) is rightfully received by or becomes known to the Receiving Party from a source other than the Disclosing Party without, to the best of the Receiving Party’s knowledge, any breach of confidentiality owed to the Disclosing Party; (d) is disclosed with the prior written consent of the Disclosing Party; or (e) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.

5. Required Disclosures of Confidential Information. In the event that Receiving Party is requested or required by legal action to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will, unless prohibited by applicable law, provide the Disclosing Party with prompt written notice of such request so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is legally required to provide.

6. Period of Confidentiality. This Agreement applies to Confidential Information that is disclosed between the Effective Date and five years thereafter. The Receiving Party shall be obligated to protect the Confidential Information received pursuant to this Agreement for a period of ten years from the date of first receipt of the information.

7. Return of Confidential Information. The Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of Confidential Information at any time upon request by the Disclosing Party.

8. No License. All Confidential Information will remain the exclusive property of the Disclosing Party. The Parties agree that no right or license is granted to the Receiving Party in relation to any part of the Disclosing Party's Confidential Information or under any patent, copyright or other intellectual property right of the Disclosing Party.

9. Warranty. The Disclosing Party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY DISCLOSING PARTY UNDER THIS AGREEMENT WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

10. No Obligation or Partnership. This Agreement shall not obligate either Party to enter into any other business arrangement or agreement with the other Party, and no such obligation shall exist until such time that a separate, written agreement has been executed by both Parties. This Agreement does not create any agency, partnership or joint venture relationship between the Parties.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Georgia excluding its conflict of law provisions.

12. Equitable Relief. The Receiving Party agrees that in the event of a breach or threatened breach of this Agreement, the Disclosing Party may suffer irreparable harm for which it may not have an adequate remedy at law. Therefore, the Disclosing Party shall have the right to seek injunctive relief to enforce this Agreement, in addition to its other rights or remedies which may be available at law or in equity.

13. Miscellaneous. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written or oral. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. If any provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision.

D.E.L.T.A STEAM Academy, Inc.

Print Name: _____

Title: Board Director

Signature: _____