**Confidential Information**

**Non-Disclosure Agreement**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between Three Rivers Charter School located at 1211 Del Mar Dr, Fort Bragg, CA 95437 (hereinafter "TRCS") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter "Employee".)

WHEREAS TRCS possesses certain ideas and information relating to students and personnel that is confidential and proprietary to TRCS; and

WHEREAS the Employee is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of performing their job.

NOW THEREFORE, in consideration for the mutual undertakings of the TRCS and the Employee under this Agreement, the parties agree as follows:

1. Confidentiality.

1.1 No Use. Recipient agrees not to use the Confidential Information in any way.

1.2 No Disclosure. Employee agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than TRCS' employees having a need for disclosure in connection with the Employees authorized use of the Confidential Information.

1.3 Protection of Secrecy. Employee agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

2. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Employee shall have no obligation with respect to such information where the information:

(a) was known to the Employee prior to receiving any of the Confidential Information from TRCS;

(b) has become publicly known through no wrongful act of Emplyee;

(c) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Employee agrees that all Confidential Information shall remain the property of TRCS. Nothing contained herein shall be construed as granting or implying any transfer of rights to Employee with the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Employee is no longer confidential.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

TRCS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 School Director Printed Name

Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name