

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”) made as of the _____ day of [month] [year] (the “**Effective Date**”), by and between [School Name] (“**School**”) and _____ [by and on behalf of (Student Name if under 18)] (“**Receiving Party**”), sets forth the terms and conditions of the confidential disclosure of and restrictions on the use of records/information by each party.

Consistent with Federal regulations, the School must provide due process protections to alleged victims and alleged perpetrators of sexual harassment in its educational program and activity. 34 CFR Part 106. The regulations provide several instances where sensitive information may be exposed including, but not limited to i) all parties must receive notice of the allegations contained in a formal complaint, 34 CFR 106.45(b)(2); ii) both parties have an opportunity to inspect and review any evidence directly related to the allegations, 34 CFR 106.45(b)(5)(vi); iii) both parties may review the investigative report created at the conclusion of any investigation, 34 CFR 106.45(b)(5)(vii). The regulations further provide that each party may have an advisor of his or her choice and that such advisor shall also have access to the information described above. 106.45(b)(5)(iv). In an effort to allow both parties to gather and present relevant evidence under 34 CFR 106.45(b)(5)(iii) while protecting the sensitive information contained therein, this Agreement is hereby entered into by the above listed parties.

1. For purposes of this Agreement, “Confidential Information” shall include any and all statements, records, video, photographs, or knowledge related to the allegations made in a Title IX investigation by the School. If Confidential Information is in written form, the School shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the School shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the School. Receiving Party shall not, without prior written approval of the School, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the School, any Confidential Information. Receiving Party shall return to the School any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon the conclusion of the Title IX investigation or at any time upon written request by the School.
3. In the event of any breach of this Agreement, the Parties agree that the non-breaching Party may suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching Party may be impossible to calculate. Accordingly, the Parties agree that the non-breaching Party shall be entitled to temporary, preliminary, and permanent injunctive relief against the breaching Party and any other remedy available at law or in equity, including monetary damages. In addition, any Receiving Party who is a student or employee of the School and who violates this agreement may face discipline, up to and including expulsion for students or termination for employees. Any prevailing party in any dispute related to or arising from this Agreement shall be entitled to the reimbursement of its reasonable attorneys’ fees, costs and expenses incurred in such dispute, whether resolved by final judgment or settlement.
4. This Agreement and all actions related hereto shall be governed by the laws of the State of Indiana, excluding its choice of law principles. The sole and exclusive venue for any disputes, claims, or causes of action, legal or equitable, arising out of or relating in any way to this Agreement, shall be in the state courts located in [Name] County, in the State of Indiana. The Parties each hereby waive any right to a trial by jury in any litigation based on or arising from this Agreement.

Signature: _____

Date: _____

Printed Name: _____