

CONFIDENTIALITY AGREEMENT

Between
Allegheny County Department of Human Services
And

Effective Date: _____

In order to protect certain proprietary information, which may be disclosed to _____ (hereinafter called "the Recipient") by the Allegheny County Department of Human Services (hereinafter called "the Discloser"), the two parties agree as follows:

1. The proprietary information (hereinafter called "Data") to be disclosed under this Agreement is described as Allegheny County Department of Human Services client data including but not limited to client related data collect by the Department of Human Services and client-related data collected by the Department of Human Services from external sources. The Data are to be used by Recipient for activities specified in each data request.

Recipient agrees not to disclose Data to any third party.

2. This Agreement controls only proprietary information, which is disclosed only for the time period specified for each data request.

3. The parties' representatives for disclosing and receiving proprietary information are:

Discloser: Lisa Caldwell
Allegheny County Department of Human Services
Human Services Building
Office of Data Analysis, Research and Evaluation
One Smithfield Street
Pittsburgh, PA 15222-2225

Recipient: _____

4. Recipient shall protect the disclosed information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination

or publication of the information as the Recipient uses to protect its own proprietary information.

Recipient shall not copy or distribute the proprietary information disclosed under this Agreement to anyone except those of its employees reasonably necessary for purposes of carrying out the research project described in Clause 1.

5. Recipient shall have a duty to protect only that proprietary information which is (a) disclosed by the Discloser in writing and is marked as proprietary at the time of disclosure, or which is (b) disclosed by the Discloser in any other manner and is also summarized and designated as proprietary in a written memorandum delivered to the Recipient's representative named in paragraph 3 above within two weeks of the disclosure.

6. This agreement imposes no obligation upon Recipient with respect to proprietary information which (a) was in the recipient's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient; (f) is disclosed under operation of law provided that the Recipient has promptly notified the Discloser of such legal proceedings and upon the request of the latter, shall cooperate with the Discloser in contesting such disclosure; (g) is disclosed by the Recipient with the Discloser's prior written approval.

7. Recipient acquires no intellectual property rights under this Agreement.

8. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

9. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

10. The Recipient shall not publish the data in any form without prior approval by the Discloser. Approval will be granted only after review, by the Discloser, of the document for publication.

11. This Agreement shall be effective for one year from the effective date hereof; provided, however, that either party upon thirty (30) days notice in writing may terminate this Agreement.

Upon termination or expiration of this Agreement, Recipient shall destroy or return, as directed by Discloser, all Data provided under this Agreement.

Notwithstanding termination or expiration of this Agreement, proprietary information shall be protected by the Recipient until such time as the Recipient is released from this obligation by the Discloser. Any release must be in writing and signed by an authorized representative of the Discloser.

11. This Agreement is made under and shall be construed according to the laws of the Commonwealth of Pennsylvania.

By (Signature): _____

Name: _____

Title: _____

By (Signature): _____

Name: Lisa A. Caldwell

Title: Bureau Administrator
Allegheny County Department of Human Services
Office of Data Analysis, Research and Evaluation