

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The party identified above as Respondent ("Respondent") anticipates having dealings from time to time with Des Moines Independent Community School District., and/or one or more of the affiliates of Des Moines Independent Community School District. (Individually and collectively referred to herein as "Customer") In the course of such dealings, Respondent may receive or have access to certain information concerning Customer or third parties to whom Customer has an obligation of confidentiality. In consideration of the business dealings of the parties, Respondent agrees to the terms of this Confidentiality and Nondisclosure Agreement ("Agreement").

1. **Confidentiality.** For purposes of this Agreement, Customer's "Confidential Information" consists of: (a) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods and business plans) relating to Customer's business (or to the business of Customer's licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by Customer (even if not so marked or identified); and (b) all information that Customer is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal, financial, and/or health information about individuals who have applied for or purchased financial products or services from Customer. Respondent acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with Customer, Respondent may receive Confidential Information from Customer or may otherwise have access to or learn of Customer's Confidential Information. In the absence of Customer's prior written consent to a specific disclosure or use, Respondent will not disclose to any third party any of Customer's Confidential Information, either orally or in writing, and will not appropriate any of Customer's Confidential Information to Respondent's own use or to the use of any third party. Confidential Information that is provided by Customer to Respondent will be used by Respondent and its agents only for the purpose for which it was provided, and access to such information will be restricted to individuals who require the information (or access to the information) to further that purpose. Without limiting any of the foregoing, Respondent will take at least such precautions to protect Customer's Confidential Information as Respondent takes to protect its own confidential information, and in any event will take all precautions that are reasonably necessary to protect the security of Customer's Confidential Information. Upon Customer's request, Respondent will return or destroy, as specified by Customer, all tangible items containing any of Customer's Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned or destroyed. With respect to an electronic or computer copies or records of or relating to the same, without limiting the foregoing, upon request for destruction by the Provider, the Respondent shall immediately shred, permanently delete or otherwise irretrievably destroy and render unreadable all such copies or records from all computers, laptops, servers, back-up systems, storage devices and media owned by, or operated by or for the Respondent.

2. **Notification obligation**. Upon learning of any unauthorized disclosure or use of Customer's Confidential Information, Respondent will notify Customer promptly and cooperate fully with Customer to protect Customer's Confidential Information.

3. **Disclosure required by law.** If Respondent believes it is required by law or by a subpoena or court order to disclose any of Customer's Confidential Information, then prior to any disclosure Respondent will promptly notify Customer in writing, attaching a copy of the subpoena, court order or other demand, and Respondent will make all reasonable efforts to allow Customer an opportunity to seek a protective order or other judicial relief.

4. **Non-restricted information.** Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that: (a) was in the possession of or rightfully known by Respondent, without an obligation to maintain its confidentiality, prior to receipt from Customer; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Respondent in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Respondent without the participation of individuals who have had access to Customer's Confidential Information. Respondent acknowledges that certain laws governing information about individuals are more restrictive than the foregoing statements, and Respondent agrees to comply in all respects with such laws.

5. **Duration of obligations.** The obligations imposed by this Agreement will survive termination of an existing business relationship between Respondent and Customer, or completion of the exploration of a potential business relationship between the parties, as applicable, and will remain in effect with respect to each item of Confidential Information until that information becomes unprotected under the terms of the paragraph above titled "Non-restricted information". However, if applicable law sets a maximum period for the duration of obligations of nondisclosure and non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.

6. **Additional limitation.** If Respondent is directed in writing by Customer to discuss a request for interest ("RFI") and the business dealings associated with that RFI only with specifically named employee(s) of Customer, then Respondent agrees not to disclose any information relating to that RFI to any other employee of Customer.

7. **Non-waiver.** No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by Customer. No consent by Customer to, or waiver of, a breach by Respondent will constitute consent to, waiver of, or excuse for any different or subsequent breach.

8. **Partial invalidity.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.

9. **Headings.** The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

10. **No assignment.** Rights and obligations under this Agreement are personal, and may not be assigned or delegated by either party.

11. **Governing law.** This Agreement will be governed by the laws of the state of Iowa, without reference to conflict of law principles.

12. **Consents, permissions and approvals.** If a provision of this Agreement requires Respondent to obtain Customer's written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given in an email message sent by, or on a paper document manually signed in ink by, an authorized representative of Customer. Notwithstanding the foregoing: (a) if Customer's authorized representative faxes such a manually-signed paper document to the other party, the faxed copy of the manually-signed paper document will be valid to the same extent as the original; and (b) in no event may any provision of this Agreement be changed via email or by any document which is signed by only one party.

13. **Notices.** All notices required by this Agreement will be delivered by hand or overnight courier to **Des Moines Public Schools, 2323 Grand Ave, Des Moines, IA, 50310**. Customer may from time to time inform Respondent of a change in the address, facsimile number or contact person for notices to Customer.