

OK AS TO FORM  
A.M.H. 3.20.2023

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“NDA”) is entered into by and between GOODWILL INDUSTRIES, INC.; THE ADMINISTRATIVE OFFICE OF THE COURTS; JUSTICE AND PUBLIC SAFETY CABINET; JEFFERSON COUNTY PUBLIC SCHOOLS (“JCPS”); and THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (individually “Party” and collectively “Parties”).

### RECITALS

- A. The Parties intend to disclose to each other information, which may include Confidential Information relating to crimes and crime victims so that the Parties may mitigate potential future violence involving those individuals (the “Purpose”); and
- B. The Parties intend to exchange confidential information in furtherance of the Purpose;
- C. In connection with the above, the Parties desire to enter into this NDA in accordance with the terms and conditions set forth below.

### TERMS AND CONDITIONS

1. Confidential Information. The term “Confidential Information” as used in this NDA shall mean any information, data, or materials pertaining to a Party’s or its subsidiary’s information involving crimes or the victims thereof, personnel, business, financial, or internal plans or affairs, regardless of form of communication (whether oral, in hard copy, electronic, magnetic recording or storage, graphic or written form, or any other medium whatsoever), and whether furnished before, on, or after the date of this Agreement, that is not currently available to the general public, and for which the owning Party derives actual or potential value from such unavailability.

“Information” includes, but shall not be limited to, plans and processes, strategies and technologies, forecasts, product or service development information, financial information, commercial and marketing information and data, technical information, personnel information, inmate, victim and client information, lists or identities of actual or potential customers, and computer source and object code, and all analyses, compilations, forecasts, data, studies, notes,

translations, memoranda, or other documents or materials, prepared by Recipient containing, based on, or generated or derived from, any Information furnished by Discloser.

2. Use of Confidential Information. If a Party receives Confidential Information, that Party shall:

- (a) use the Confidential Information only in furtherance of the Purpose as set forth above;
- (b) restrict disclosure of the Confidential Information solely to those employees or authorized representatives of such Party and its affiliates with a “need to know” and not disclose it to any other person or entity without prior written consent of the disclosing Party. A “need to know” means that the person requires the Confidential Information in order to perform his or her responsibilities in connection with the Purpose;
- (c) advise those personnel who gain access to Confidential Information of their obligations with respect to the Confidential Information;
- (d) make only the number of copies of the Confidential Information necessary to disseminate the information to those personnel who are entitled to have access to it, and ensure that all confidential notices set forth on the Confidential Information are reproduced in full on such copies; and
- (e) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential information.

3. The obligations of Paragraph 2 above shall not apply to any Confidential Information which the recipient can demonstrate:

- (a) is or becomes available to the public through no breach of this NDA;
- (b) was previously known by the recipient without any obligation to hold it in confidence;
- (c) is received from a third Party not a broker or agent for the disclosing Party;
- (d) is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
- (e) is approved for release by written authorization of the disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or

(g) is required to be disclosed pursuant to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order.

4. When requested by the recipient, the disclosing Party shall provide a non-confidential summary prior to disclosure of the actual Confidential Information to enable the recipient to determine whether it can accept the Confidential Information. Each Party has the right to refuse to accept any information under this NDA, and nothing obligates either Party to disclose to the other Party any particular information.

5. Confidential Information, including permitted copies, shall remain the property of the disclosing Party. The recipient shall, within 20 days of a written request by the disclosing Party and at the election of the disclosing Party, either return all Confidential Information, including all copies thereof, to the disclosing Party, or destroy all such Confidential Information (with certification to the disclosing Party of such destruction), so long as any destruction occurs in compliance with applicable record retention schedule(s).

6. The parties are aware that JCPS is in possession of information and documentation that is protected by the Family Educational Rights and Privacy Act (FERPA) and that it is subject to the terms of that Act and may only disclose information that falls within an exception of that Act under 34 C.F.R. §99.31.

7. Nothing contained in this NDA or in any discussions undertaken or disclosures made pursuant hereto shall;

(a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other Party, or

(b) limit Party's right to conduct any discussions with others not a Party to this NDA, so long as any disclosing party Confidential Information is not discussed or shared with others who are not a party to this NDA.

8. No patent, copyright, trademark or other proprietary right or license is granted by this NDA or any disclosure hereunder except as this NDA otherwise permits use of such information. No warranties of any kind are given with respect to the Confidential Information disclosed under this NDA or any use thereof.

9. This NDA shall not be assigned by any Party without prior written consent of each of the other Parties. No permitted assignment shall relieve a Party of its obligations hereunder with respect to

Confidential Information disclosed to that Party prior to the assignment. This NDA shall be binding upon the Parties and their respective successors and assigns.

10. This NDA shall represent the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior communications, NDAs and understanding related thereto. The provisions of this NDA shall not be modified, amended, or waived, except by a written instrument executed by all Parties.

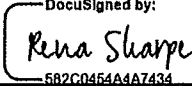
11. This NDA shall be governed in all respects by the domestic laws of the Commonwealth of Kentucky. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement shall be Circuit Court in **Franklin County, Kentucky**.

12. This NDA shall expire two (2) years after the date of signature by all Parties. Confidential Information received pursuant to this NDA shall continue to be held in confidence following the expiration of this term until it is returned or destroyed per Term and Condition Section 5 or until any Term or Condition Section 3 exception applies.

13. This NDA may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one NDA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of [INSERT DATE].

**GOODWILL INDUSTRIES, INC.**

By:  582C0454A4A7434  
Title: chief operating officer  
Date: 12/13/2022

**ADMINISTRATIVE OFFICE OF  
THE COURTS**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**JUSTICE AND PUBLIC SAFETY CABINET, DEPARTMENT OF  
JUVENILE JUSTICE**

**By:** DocuSigned by:  
*Kassandra Dandy*  
\_\_\_\_\_

**Title:** JSRM \_\_\_\_\_

**Date:** 12/13/2022 \_\_\_\_\_

**JEFFERSON COUNTY PUBLIC  
SCHOOLS**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

**By:** DocuSigned by:  
*Ellen Hesen*  
\_\_\_\_\_

**Title:** Deputy Mayor/Chief of Staff \_\_\_\_\_

**Date:** 12/23/2022 \_\_\_\_\_

**Mayor - Nondisclosure Agreement (Multiple Parties - Victim Assistance Program) (Revised) 112322.docx [pr]**