



JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Lee Barger, Director CCR / Innovative Programs

DATE: May 22, 2025

RE: Non-Disclosure Agreement with Norton Healthcare

Please see the attached Non-Disclosure Agreement (NDA) between Norton Healthcare and Bullitt County Public Schools for the 2025-2026 school year.

This agreement has been reviewed by Dinsmore & Shohl LLP. Please place this request for approval on the June board agenda.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("**NDA**") is effective as of the date last signed below ("**Effective Date**") between NORTON HEALTHCARE, INC. and BULLITT COUNTY PUBLIC SCHOOLS. The parties agree as follows:

1. "**Proprietary Information**" means any trade secret or other confidential technical, business, financial, or other information identified as Proprietary Information and disclosed under this NDA by one party ("**Discloser**") to the other ("**Recipient**"). Discloser will mark all Proprietary Information clearly and conspicuously.
2. Recipient will hold Discloser's Proprietary Information in strict confidence and will not disclose it to any third party without Discloser's prior written authorization. Recipient will use the Proprietary Information for no purpose other than evaluating or pursuing a business relationship with the Discloser, more specifically a potential partnership related to clinical educational programs ("**Purpose**"). Each party shall permit access to the other party's Proprietary Information only to those of its employees or authorized representatives with a need to know and who agree to the terms of this NDA.
3. Recipient's obligations regarding Discloser's Proprietary Information shall not apply if Recipient can document any of the following: (a) the Proprietary Information was in the public domain when Discloser provided it; (b) it entered the public domain through no fault of Recipient; (c) it was in Recipient's possession free of any obligation of confidence at the time Discloser provided it; (d) Recipient has independently developed it without either using Discloser's Proprietary Information or breaching this NDA; (e) it was rightfully communicated to Recipient free of any obligation of confidence after Discloser provided it; or (f) Discloser provided it to an unaffiliated third party free of any obligation of confidence.
4. Recipient may disclose Proprietary Information if compelled by a legal, judicial, administrative, or other governmental proceeding or as otherwise as required by law, and Recipient shall give reasonable prior notice to Discloser, if not prohibited by law. Recipient shall cooperate with Discloser, at Discloser's expense, to obtain protective or other appropriate confidentiality orders as appropriate. A required disclosure of Proprietary Information to an agency or Court does not relieve Recipient of its confidentiality and non-disclosure obligations with respect to any other party.
5. The obligations of this agreement shall apply to Proprietary Information as follows: (a) for as long as required by law; (b) for trade secrets for as long as the owner maintains them as confidential, or (c) seven years after the exchange of such information; or (d) until superseded by a subsequent agreement between the parties relating the confidential treatment of the Proprietary Information, whichever period is longest.
6. Upon written request of the other party, each party shall either promptly return all Proprietary Information, including all copies thereof, or destroy the Proprietary Information and certify the destruction in writing. This obligation to return or destroy materials does not extend to automatically generated computer backup or archival copies generated in the ordinary course of Recipient's information systems procedures, so long as Recipient shall make no further use of such copies.

7. The parties recognize and agree that nothing contained in this NDA shall be construed as granting any property rights, by license or otherwise, to any Proprietary Information disclosed hereunder, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue based on such Proprietary Information.
8. The parties shall not reproduce Proprietary Information in any form except as reasonably necessary to accomplish the Purpose. Any reproductions of Proprietary Information shall remain the property of the Discloser, and shall include all confidential or proprietary notices, legends, or marks that appear on the original, except with Discloser's prior written authorization.
9. This NDA shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to conflict of laws principles.
10. This NDA may not be amended except by a writing signed by authorized representatives of each party.
11. Either party may, without waiving any remedy under this NDA, seek from a court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its Proprietary Information and property rights. The parties agree that the venue for any such action shall be the state and federal courts in Jefferson County, Kentucky.
12. If any term or provision of this NDA is unenforceable, then the remainder of this NDA will not be affected, impaired, or invalidated, and the other terms and provisions of this NDA will be valid and enforceable to the fullest extent permitted by law.
13. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
14. Neither party will assign or transfer any rights or obligations under this NDA without the prior written consent of the other party.
15. This NDA supersedes all prior discussions and writings, and constitutes the entire agreement between the parties regarding its subject matter.
16. Neither party shall, during the term of this NDA and for one year after its termination, solicit for hire as an employee, consultant, or otherwise any of the other party's personnel who have been directly involved with the Purpose, without the other party's prior, express written consent.
17. This NDA does not obligate either party to disclose any information to the other party. Each party will bear its own costs and expenses it incurs in complying with this NDA. The parties are independent contractors and this NDA does not obligate either party to enter into a contract, subcontract, teaming agreement, joint venture, partnership, or other business relationship with the other party.
18. The parties provide Proprietary Information without representation or warranty of any kind.

19. Except as required by law, neither party shall issue any press release or make any other public statement relating to this NDA, any work done under this NDA, the Purpose, or any of the transactions contemplated by this NDA without obtaining the prior written approval of the other party.

Accepted and agreed as of the Effective Date:

NORTON HEALTHCARE, INC.

Kim Tharp-Barrie, DNP, RN, SANE, FNAP
Senior Vice President and Chief Nursing Officer

Date Signed

BULLITT COUNTY PUBLIC SCHOOLS

Jesse Bacon, Ed.D.
Superintendent

Date Signed