

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement (the "Agreement") is entered into by and between [NAME OF COMPLAINANT/RESPONDENT (CIRCLE ONE)], ("Receiving Party") and Central Arizona College (CAC) ("Disclosing Party"), acting by and through the following Title IX Investigators, [LIST INVESTIGATOR'S NAMES: (Insert first investigator's name) _____ and (Insert second investigator's name) _____

_____ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, all information or material that has been collected during the Title IX investigative process and logged in the Title IX Investigator's Evidence Log in the Title IX Case listed below shall be considered "Confidential Information." Receiving Party's access to the Confidential Information is conditioned upon Receiving Party's agreement to and full compliance with all of the terms and conditions of this Agreement:

Case name and Maxient case number: _____

2. Scope of the Agreement. This Agreement shall not be construed as imposing a gag-order on either Party to this Agreement during the pendency of this Title IX Resolution Process. The Agreement is specific to the prohibition against copying, printing, emailing, or otherwise downloading the investigative information found on the NexCopy Flash Drive and provided to the Receiving Party as part of the first and second inspection of evidence/record periods prior to the Live Hearing. This Agreement is also specific to the delivery of the evidence/records on the NexCopy Flash Drive in preparation for the Live Hearing.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence. The Confidential Information shall not be copied, printed, emailed, downloaded, or otherwise disclosed or shared with any other party in any form, unless such disclosure is authorized by Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to themselves and their Advisor only. The transmission of the confidential information is through a NexCopy Flash Drive. Receiving Party shall return to Disclosing Party the NexCopy Flash Drive after the First Inspection period, the Second Inspection period, and after the completion of the hearing.

4. Requirement to Return NexCopy Flash Drive. The Receiving Party must return the NexCopy Flash Drive to the Disclosing Party at the end of:

- a. the First 10-day Inspection Period,
- b. the Second 10-day Inspection Period,
- c. immediately following the live hearing.

Failure to return the NexCopy Flash Drive will result in a charge to the non-returning party for the cost of the NexCopy Flash Drive. The charge for the flash drive, specifically ten dollars (\$10.00) will be forwarded to the _____ [INSERT CAC OFFICE] office for processing.

5. Unauthorized Disclosure. In the event the Receiving Party violates this Agreement by copying, printing, emailing, downloading, or otherwise disclosing (i.e., posting on social media, sharing with people either publicly or privately), the Confidential Information, the Receiving Party's unauthorized disclosure will be reported to Talent Development for employee "Receiving Parties" or to the Dean of Student Life, for student "Receiving Parties" for investigation and possible discipline for violation of both this Non-Disclosure Agreement as well as violation of CAC policy. Receiving Party will also be responsible for, and will hold Disclosing Party harmless from, any third party claims that result from Receiving Party's violation of the terms of this Agreement.

5. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party shall sign the agreement prior to receiving the NexCopy Flash Drive prior to the First ten (10) day inspection period.

DISCLOSING PARTY

Title IX Coordinator Signature _____

Typed or Printed Name _____ Date: _____

RECEIVING PARTY

Signature _____

Typed or Printed Name _____ Date: _____