

**National Association of Professional Background Screeners
Background Screening Agency Accreditation Program’s
Background Screening Credentialing Council
Confidentiality and Nondisclosure Agreement**

Full Name of Authorized Representative of Company

Title of Authorized Representative of Company

Company Legal Name

Company Principal Physical Address (Street)

Company Principal Physical Address (City, State, Zip)

State of Incorporation

NAPBS Member No.

The above named and identified background screening agency, having its principal office at the above-identified physical address (“Disclosing Party”), and the National Association of Professional Background Screener’s Background Screening Credentialing Council and its third party auditor (together as “Receiving Party”) having their principal office at the physical address identified below, in consideration of the mutual covenants of this Agreement, hereby agree as follows:

1. Disclosing Party will disclose its (or its affiliates') information, both in written and oral form, related to its policies and procedures for operation, employee files, standards for operation, legal agreements, training documentation, internal audit information, vendor information and other business related information, records and documents (“Confidential Information”) to the Receiving Party in support of or in connection with its initial or renewal application for accreditation, audit reports, reviews, allegations, investigations of non-conformity, violations, complaints, grievances, appeals and/or sanctions (hereinafter "Subject Matter"), on a confidential basis. All Confidential Information submitted will be considered confidential and proprietary under this Agreement either because it has been developed internally by Company, or because it has been provided subject to a continuing obligation to maintain the confidentiality of the Confidential Information under this Agreement.
2. With respect to Information disclosed under this Agreement, the Receiving Party shall:
 - a. Hold the Confidential Information in confidence, exercising a degree of care not less than the care it uses to protect its own proprietary or confidential information, but in any event, not less than a reasonable standard of care;
 - b. Restrict disclosure of the Confidential Information solely to its own internal employees or staff, to the designated auditor, and otherwise only to others having a need to know the same and in connection with the purposes for which the Confidential information was disclosed in the first place;

- c. Advise those persons to whom the Confidential Information was disclosed of their obligations with respect to the Confidential Information; and
 - d. Use the Confidential Information only in connection with continuing correspondence and discussions by the parties concerning the Subject Matter, except as may otherwise be mutually agreed upon in writing.
3. The Information shall be deemed the property of the Disclosing Party and, upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party or will destroy all such Information at the Disclosing Party's direction, however Receiving Party shall be entitled to securely retain one (1) copy of such material. If either party loses or makes an unauthorized disclosure of the other party's Information, it shall notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.
4. The Receiving Party shall have no obligation to preserve the proprietary nature of any Information which:
 - a. Was previously known to such party free of any obligation to keep it confidential; or
 - b. Is or becomes generally available to the public by other than unauthorized disclosure; or
 - c. Is developed by or on behalf of such party independent of any information furnished under this Agreement; or
 - d. Is received from a third party whose disclosure does not violate any confidentiality obligation; or
 - e. Is required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery, provided, however, that if a party is so required to disclose the Information such party shall promptly notify the other party of the order or request in discovery and reasonably cooperate with such other party if it elects (at its expense) to seek to limit or avoid such disclosure by any lawful means.
5. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
6. This Agreement shall be governed by and construed in accordance with the local laws of the State of North Carolina.
7. This Agreement shall become effective as of the date set forth below ("Effective Date"). The period of time following the Effective Date during which Disclosures of Information may take place under this Agreement shall be referred to as the "Information Disclosure Period". The obligations of the parties regarding disclosure of Information shall survive and continue beyond the expiration of the Confidential Information Disclosure Period and for so long as the BSCC deems that property retention of such Confidential Information is required by the laws applicable to the retention of business records of such nature.

8. The parties acknowledge that in the event of an unauthorized disclosure of a party's Information, the damages incurred by such party may be difficult if not impossible to ascertain, and that such party may seek injunctive relief against a party that breaches this Agreement.

9. The parties acknowledge and understand that this Agreement does not limit or restrict the ability of either party to engage in its respective business, nor does it limit either party's use or application of any Confidential Information or knowledge acquired independently of the other without breach of this Agreement in the course of such business.

10. This Agreement constitutes the entire understanding between the parties with respect to the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

11. Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed this ___ day of ____ 201_ (the "Effective Date").

By "Disclosing Party" (as first identified above)

 Print Name of Authorized Representative

 Signature of Authorized Representative

 Title of Authorized Representative

 Company Name (must be same as first identified above)

 Date of Signature

By "Receiving Party" or "BSCC"

Melissa L. Sorenson
 Print Name of Authorized Representative

 Signature of Authorized Representative
 Executive Director

 Title of Authorized Representative
National Association of Professional Background Screeners
Background Screening Credentialing Council
 Company Name (must be same as first identified above)

 Date of Signature

By "Receiving Party" or "Auditor"

Print Name of Authorized Representative

Signature of Authorized Representative
Auditor

Title of Authorized Representative
CyberGuard Compliance LLP
Company Name (must be same as first identified above)

Date of Signature