

**ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD
CONFIDENTIALITY AGREEMENT
(EXECUTIVE SESSION)**

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into on this ___ day of _____, _____, by _____ (the "Board Member"), as a member of the Rochester Joint Schools Construction Board (the "Board").

The Board Member understands that the Board will periodically enter into executive session in accordance with Section 105 of the New York Public Officers Law to hold discussions on subjects not open to the general public, and that the Board intends to keep information raised during executive session confidential to the fullest extent permitted by applicable law. Accordingly, the Board Member hereby agrees as follows:

1. The Board Member will hold all written and verbal proprietary and non-public information or data furnished to the Board Member during executive session ("Confidential Information") in confidence and will not disclose, publish, release, copy, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any other person or entity without the Board's prior written consent.
2. The Board Member will only use Confidential Information for the purpose of fulfilling the Board Member's duties and obligations to the Board, including, but not limited to, protecting the Board's interest in preserving the confidentiality and privilege of Confidential Information to the fullest extent permitted by applicable law.
3. The Board Member will promptly advise the Board in writing of any unauthorized disclosure or use of Confidential Information by any person or entity which may come to the Board Member's attention and will take all steps reasonably requested by the Board to limit, stop or otherwise remedy such unauthorized disclosure or use.
4. The Board Member will, within thirty (30) days of the conclusion of service as a Member of the Board, certify that all physical and electronically stored Confidential Information in the Board Member's possession has been returned to the Board or destroyed.
5. Nothing contained in this Agreement shall proscribe or prohibit disclosure of information that is required by law, provided that, in such event, the Board Member will promptly notify the Board of such requirement prior to disclosure for the purpose of providing the Board with an opportunity to seek any legally available exemption from such disclosure.

IN WITNESS WHEREOF, the Board Member has caused this Agreement to be executed as of the date first written above.

SIGNATURE: _____
NAME: _____
TITLE: Board Member