

**Attachment 2**  
**NON-DISCLOSURE AGREEMENT**  
**New York State Education Department**  
**Office of Accountability (OA)**

Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

Type of work to be performed: \_\_\_\_\_

\_\_\_\_\_

Date(s) of work to be performed: \_\_\_\_\_

By signing this agreement, you agree to abide by the following security restrictions and ownership provisions. Please retain a copy of this non-disclosure agreement for your records.

**Secure and Confidential Information**

I acknowledge that information provided by OA or developed by me or my organization related to the work described above includes secure and confidential information that is the property of the New York State Education Department (“Department”). I acknowledge that such secure and confidential information includes many items, including but not limited to the following information types:

- a) any reports, prior to public release by the Department;
- b) the results of any analyses or studies, whether provided to me by OA or developed by me or my organization, prior to public release by the Department;
- c) any individual student data or information; and
- d) any other confidential information that has not been made available to the general public by the Department.

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By signing this agreement, I agree to maintain and honor the confidentiality of all information and to abide by the following restrictions:

- 1) I agree not to disclose any secure or confidential materials, information, or technical reports, whether in draft or final form, to anyone other than OA staff or other person(s) participating in the work described above, unless specifically authorized to do so by OA. I also agree not to disclose such materials to any Department staff other than OA staff without the prior permission of OA.
- 2) If I am responsible for supervising other staff or subcontractors, I agree to limit the access and use of secure and confidential materials to only those individuals who have a legitimate need to access such materials in order to perform the work described above.

- 3) I agree to provide appropriate training, guidance, and oversight to any staff or subcontractors under my supervision who may work with secure or confidential materials in order to maintain the security of such materials.
- 4) Upon completion of the work described above, I agree to securely store or return all secure and confidential materials provided to or prepared by me, including all copies thereof and all notes prepared by me, in accordance with the instructions given to me by OA.
- 5) I understand that secure and confidential materials are not to be copied or duplicated in any way, shared with or discussed with anyone other than OA staff or other person(s) participating in the work described above, unless specifically authorized to do so by OA.
- 6) I agree to immediately report to OA if I learn of or suspect any potential misuse of secure and confidential information.

**Ownership and Return of Secure Materials**

All materials are the property of the Department, including all materials prepared by me in the course of my participation in the work described above. All such materials prepared by me are being commissioned by the Department and shall be works made for hire as defined by the United States Copyright Law. In the event that such materials prepared by me are deemed not to be works made for hire, I hereby assign to the Department any and all right, title and interest I may have, including but not limited to any copyright, in the work commissioned by the Department.

I, \_\_\_\_\_, have read the non-disclosure agreement above and agree to abide by the security restrictions and ownership provisions described herein.

Signature: \_\_\_\_\_

Please Print:

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_