



REQUEST FOR CROSS CONTRACT (TO BE COMPLETED BY SCHOOL DISTRICT REQUESTING SERVICES)

PART I DATE April 3, 20012

Must be completed by the non-component school district and/or other BOCES requesting a Cross Contract with Putnam/Northern Westchester BOCES.

PLEASE PRINT OR TYPE

SCHOOL DISTRICT Homer CSD SCHOOL YEAR 2012-2013

P/NW BOCES COSER # 608 ACTIVITY CODE 7112

SERVICE REQUESTED On-Line Application System

NAME(S) OR NUMBER OF STUDENT/PARTICIPANT FEE \$4,672.00

SIGNATURE Signature of District Requesting Service DATE

CONTACT PERSON

WHEN COMPLETED, SEND ORIGINAL TO YOUR LOCAL BOCES FOR APPROVAL AND A COPY TO PUTNAM/NORTHERN WESTCHESTER BOCES

PART II

It is hereby requested that Cross Contract arrangements be made with Putnam/Northern Westchester BOCES to provide the services listed above.

LOCAL BOCES APPROVAL:

SIGNATURE Signature of BOCES District Superintendent or designee DATE

FULL NAME AND ADDRESS OF LOCAL BOCES:

Onondaga-Cortland-Madison BOCES P.O. Box 4754 Syracuse, NY 13221

WHEN APPROVED BY LOCAL BOCES, FORWARD THE ORIGINAL COPY TO:

Contact Person and Number Nancy Organ, Manager of Regional Services Putnam/Northern Westchester BOARD OF COOPERATIVE EDUCATIONAL SERVICES 200 BOCES Drive, Yorktown Heights, NY 10598

PART III To be completed by BOCES District Superintendent or designee providing cross-contracted service.

Service Title On-Line Application System CO-SER # 608

Activity Code # 7112 Estimated Charge \$ 4,672.00

Date

District Superintendent or designee Signature of providing BOCES

After approval distribute completed and signed copies of this form to: Providing BOCES Administrator, Requesting BOCES District Superintendent, and Requesting School Superintendent



## Mutual Nondisclosure Agreement

Each undersigned party (the "RECEIVING PARTY") understands that the other party (the "DISCLOSING PARTY") has disclosed or may disclose information relating to:

Putnam/Northern Westchester BOCES On-Line Application System for Educators (OLAS)

Or to the DISCLOSING PARTY's business (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial, customer, and product-development plans, forecasts, strategies, and information, which to the extent previously, presently, or subsequently disclosed to the RECEIVING PARTY is hereinafter referred to as the "PROPRIETARY INFORMATION" of the DISCLOSING PARTY.

Notwithstanding the foregoing, nothing will be considered "PROPRIETARY INFORMATION" of the DISCLOSING PARTY unless either (1) it is or was disclosed in tangible form and is conspicuously marked "Confidential," "Proprietary," or the like or (2) it is or was disclosed in nontangible form, identified as confidential at the time of disclosure, and summarized in tangible form conspicuously marked "Confidential," "Proprietary," or the like within 30 days of the original disclosure.

In consideration of the parties' discussions and any access of the RECEIVING PARTY to PROPRIETARY INFORMATION of the DISCLOSING PARTY, the RECEIVING PARTY hereby agrees as follows:

1. The RECEIVING PARTY agrees
  - i. To hold the DISCLOSING PARTY'S PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials)
  - ii. Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person
  - iii. Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY
  - iv. Not to copy or reverse-engineer any such PROPRIETARY INFORMATION, and
  - v. Not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such PROPRIETARY INFORMATION or product thereof.
2. Without granting any right or license, the DISCLOSING PARTY agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the RECEIVING PARTY can document
  - i. Is or becomes (through no improper action or inaction by the RECEIVING PARTY or any affiliate, agent, consultant or employee) generally available to the public, or
  - ii. Was in its possession or known by it without restriction prior to receipt from the DISCLOSING PARTY or
  - iii. Was rightfully disclosed to it by a third party without restriction, or
  - iv. Was independently developed without use of any PROPRIETARY INFORMATION of the DISCLOSING PARTY by employees of the RECEIVING PARTY who have had no access to such information. The RECEIVING PARTY may make disclosures required by law or court order provided the RECEIVING PARTY uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the DISCLOSING PARTY to participate in the proceeding.
3. Immediately upon a request by the DISCLOSING PARTY at any time, the RECEIVING PARTY will turn over to the DISCLOSING PARTY all PROPRIETARY INFORMATION of the DISCLOSING PARTY and all documents or media containing any such PROPRIETARY INFORMATION and any and all copies or extracts thereof. The RECEIVING PARTY understands that nothing herein
  - i. Requires the disclosure of any PROPRIETARY INFORMATION of the DISCLOSING PARTY or
  - ii. Requires the DISCLOSING PARTY to proceed with any transaction or relationship.



# Mutual Nondisclosure Agreement

4. This agreement applies only to disclosures made before the first anniversary of this Agreement. The RECEIVING PARTY acknowledges and agrees that due to the unique nature of the DISCLOSING PARTY PROPRIETARY INFORMATION, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the DISCLOSING PARTY, and, therefore, that upon any such breach or any threat thereof, the DISCLOSING PARTY shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal or competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of *New York State* without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of the Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.
5. The term of this Agreement will be one year from the latest date appearing below unless alternative terms are agreed to in writing by both parties.

Putnam/Northern Westchester BOCES  
DISCLOSING PARTY

District Name \_\_\_\_\_  
RECEIVING PARTY

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

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Printed

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Title

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Title

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Date

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Date