DUKE UNIVERSITY GREEK CONFIDENTIALITY AGREEMENT

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential under FERPA, the Federal law protecting privacy of student educational records. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:
   Individual student grade/GPA data of Duke University fraternity and sorority members regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

   In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of performing the required duties of their office within their fraternity or sorority chapter as defined by the guidelines of their chapter’s national/international organization.

3. Recipient shall limit disclosure of Confidential Information within its own organization to the current chapter president, scholarship chair, chapter advisor, and representatives of the chapters national/international organization having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity). Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its chapter officers, members, advisors, consultants and others who are permitted access to or use of the Confidential Information.

4. Discloser warrants that he/she has the right to make the disclosures under this Agreement.

5. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2.
6. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

7. If any of the provisions of this Agreement are found to be have been breached by the Recipient, in a manner that suggests negligence or intent on the part of the Recipient, the necessary response by the Discloser may include but is not limited to the referral of the Recipient in violation of this Agreement to the Duke University Undergraduate Conduct Board.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:
Name (Print or Type):
Chapter:
Office/Position Title:
Duke Unique ID:
Signature:
Date:
Discloser of Confidential Information:
Name (Print or Type): Fraternity and Sorority Life
Institution: Duke University
Address: 006 Bryan Center, Box 90840
City, State & Zip: Durham, NC 27708
Signature of Office Representative:
Date: