



# OREGON STATE SHERIFFS' ASSOCIATION

## OREGON JAIL STANDARDS NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between the **Oregon State Sheriffs' Association**, with its principal offices at **330 Hood St NE, Salem, OR 97301** ("Disclosing Party") and **Wasco County Sheriff's Office**, located at **511 Washington St, Ste 102, The Dalles, OR 97058** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of the Oregon State Sheriffs' Associations Jail Standards (OJS). The parties agree to enter into a confidential relationship with respect to the disclosure of the OJS, which are proprietary, confidential information ("Confidential Information"), and are registered with the US Copyright Office.

- Obligations of Receiving Party.** Receiving Party shall hold and maintain the OJS in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold the OJS in confidence shall remain in effect until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.
- Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing Party (OSSA)**

By: [Signature]  
Printed Name: John Bishop  
Title: Executive Director  
Dated: 05/22/2017

**Receiving Party**

By: [Signature]  
Printed Name: Lane Magill  
Title: Sheriff  
Dated: 6/15/17

[Handwritten mark]