



Confidentiality & Non-Disclosure Agreement Background Screening Credentialing Council

Last update 02/01/2022

It is the policy of the Professional Background Screening Association (PBSA) for the business affairs of the association to be open and transparent to its members and the general public. However, in order to protect PBSA, and those individuals who serve PBSA, certain information must remain confidential and not disclosed beyond the business and legal needs of the association.

Confidential Information is marked or unmarked information, including oral communications, related to non-public association activities that may include, but is not limited to; (i) information, (ii) PBSA leadership applications and deliberations, (iii) strategic/industry direction, (iv) member information, (v) PBSA ally and stakeholder information, (vi) meetings, (vii) records, (viii) minutes, (ix) initial and (x) renewal applications for accredited status, (xi) audit reports, (xii) reviews, (xiii) allegations and investigations of non-conformity with the accreditation Standard and/or violations of the Accredited Agency Code of Conduct, (xiv) complaint/grievance proceedings, (xv) appeals, (xvi) sanctions, and (xvii) other information generated via participation with PBSA.

Confidential Information shall not include information: or material that (i) is publicly available or becomes publicly available through no action or fault of the recipient party, (ii) was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto, (iii) was or is obtained by the recipient party from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material, or (iv) is independently developed by the recipient party without reference to the Confidential Information.

I hereby acknowledge that, through my involvement with the PBSA, I may have access to information that must be maintained by me on a strictly confidential basis (hereinafter, "Confidential Information") and as such it shall only be used for the direct purpose in which it was originally intended and shall not be used for any non-PBSA purpose. No Confidential Information shall be disclosed by me except as part of discussions and deliberations with other members of PBSA bound to substantially similar confidentiality terms and/or PBSA staff.

I shall use the Confidential Information solely in furtherance of official activities and not for the personal, professional, financial, or business advantage of myself, my employer or company, or any other person or entity, and shall not in any way use the information to the detriment of PBSA or individual officers, directors, staff, or agents of PBSA.

If I have any question as to whether certain information constitutes Confidential Information subject to this Agreement, or whether a disclosure would be permissible, I will seek and receive direction from the PBSA Staff in advance. Any violation of the terms herein will be reviewed by PBSA' Ethics Advisory Group and/or the PBSA Board for recommended actions.

I will abide by the requirements of this Agreement during my work with PBSA and at all times thereafter.

Date: _____

Signature: _____

Printed Name: _____