Observers on Peer Review Teams Confidentiality Agreement Form

This AGREEMENT is made and entered into as of this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the WASC Senior College and University Commission (“WSCUC”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Observer”).

In its accreditation of colleges and universities, WSCUC occasionally permits individuals who are not on the roster of a peer review team to observe evaluation visits for research and other purposes including enhanced understanding of the accreditation process. This Confidentiality Agreement describes the terms and conditions under which an Observer may accompany a visiting team on an evaluation visit to an institution. The signature of a proposed Observer to this Agreement indicates his or her concurrence with these conditions.

During the course of observing an evaluation visit, an Observer may become aware of or privy to confidential information concerning the host institution, including through information that is discussed among peer review team members and staff or in letters, reports, memoranda and other written materials reviewed. The Observer agrees to hold all team discussions and deliberations, interviews with host institution faculty, staff, students, board members, and other stakeholders and all written materials related to the host institution or evaluation visit in strict confidence and not to disclose any such information to anyone unless such disclosure is authorized in writing by the President of WSCUC or required by legal process.

Observer acknowledges that WSCUC shall be entitled, in addition to whatever remedies may be available, to seek and obtain an immediate injunction enjoining any breach of the confidentiality provisions of this Agreement upon application to a court of competent jurisdiction, and the receiving party shall not plead as a defense to any such action that the disclosing party has an adequate remedy at law.

Observer agrees to indemnify and hold WSCUC, its Commissioners, members, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of any failure by Observer to comply with these provisions of this Agreement.

Assignment. The Observer may not assign or transfer this Agreement or delegate any of its rights or obligations hereunder without the prior written consent of WSCUC.

Governing Law. This Agreement shall be governed by the laws of the State of California.

Counterparts. This Agreement may be signed by the parties in counterparts.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first written above.

**WSCUC STAFF** **OBSERVER**

By (signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By (signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*Revised, November 2021*