



OBSERVATION REQUEST and CONFIDENTIALITY AGREEMENT FORM

I hereby request to observe _____ (Participant's Name)
on _____ (Date) for the purpose of: _____

In order to respect the privacy of the participants in this program, I agree not to share with others any private and/or confidential information gathered regarding individuals as well as the result of this observation.

I agree to maintain all Confidential Information (described below) in strictest confidence and shall not disclose any such Confidential Information. I shall use no less than reasonable care and procedures to protect the Confidential Information and to avoid the disclosure of the Confidential Information to any party.

The term "Confidential Information" means information about Saint Joseph's University ("SJU") or in particular the Kinney Center of Saint Joseph's University, or an employee, student, contractor, or program participant, including, without limitation, information concerning, as applicable, its or their medical or behavioral evaluations or conditions, business or other affairs or operations, finances, research, designs, applications, software or other programs, or information concerning the knowledge, skills and abilities of personnel that I obtain as a consequence of my access to any of the foregoing in connection with the requested observation.

The following information shall be treated with the same care, and shall be subject to the same conditions, as the Confidential Information: (i) personal identifiers such as name, address, phone number, date of birth, Social Security Number, and student or personnel identification number, (ii) Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103), (iii) personally identifiable information contained in student education records (as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g), (iv) nonpublic personal information (as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809), and (v) credit and debit card numbers, access codes and other cardholder data and sensitive authentication data (as those terms are defined in the Payment Card Industry Data Security Standards).

I acknowledge that these confidentiality and nondisclosure provisions are necessary to protect the interests of SJU, Program personnel and participants, and money damages may not be a sufficient remedy for any breach. Therefore, SJU shall also be



KINNEY CENTER
For Autism Education and Support

entitled to seek equitable relief, including injunctive relief or specific performance or both, and I will not resist such a request for relief on the basis that SJU has an adequate remedy at law or that damage arising from such breach is not irreparable. I shall be liable to SJU for all damages, including reasonable attorneys' fees and disbursements, in the event Confidential Information is made available to third parties in breach hereof.

If I am required by applicable law to disclose any of the Confidential Information, then I shall provide SJU with prompt notice thereof, so that SJU may seek an appropriate protective order (at its own cost and expense), or waive compliance with these provisions, or both. If SJU waives compliance or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure, then I will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

All Confidential Information shall be returned to SJU promptly following its request. Any Confidential Information that is not returned shall remain subject to the confidentiality obligations above, pending its return to SJU.

Observer's Signature

Observer's Phone Number

Director of Programs, Training and Service Signature

Date of Request