

Participating organizations agree to the following General Code of Conduct

- Conduct yourself professionally within legal bounds.
- Participate by exchanging accurate information.
- Respect the confidentiality of other's information.

Benchmarking Participant Agreement

All benchmarking “participants” (anyone submitting data or with access to reports) agree to abide by these terms of use as a condition of their participation in the program(s). These requirements are to ensure that all participants can obtain the highest value from this program while protecting the business confidentiality of their information. The term “reports” used below means all data in all formats.

1. **Ownership:** The source data is the property of the entity submitting it. No participant shall distribute the information of another participant to any third party without written permission from the data owner. Reports and other derivative works are the property of Facility Issues.
2. **Confidentiality:** The information contained in the reports shall be considered confidential by all participants and shall not be publicly published or shared in any form except as specifically allowed under this agreement. **No participant shall release or disclose any information that allows identification of another participant's data.** Any participant code list shall not be shared.
3. **Internal Use:** Participants have unrestricted use of the reports within their organization for their own business. **These rights do not extend to service providers except in direct support of the participating organization.** If posted to any location accessible over a network, access must be restricted to users aware of and bound by these terms of use.
4. **External Use:** Participants can use edited excerpts of the report as they wish in reports to their customers, donors, oversight boards, regulators, or other third parties provided that any information furnished may only show identifying information for properties/organization for which the participant is the data owner and appropriate attribution. Use of selected information for public relations or in professional association presentations is subject to review and written approval by Facility Issues which shall not be unreasonably withheld.
5. **Attribution:** Copyright notices may not be removed, altered, or modified; citations shall identify the benchmarking program name, year, and Facility Issues.

Acknowledgement of Terms: _____ **Date:** _____

Printed name: _____

Questions: Contact Robert Lambe at rlambe@facilityissues.com (315) 601-6010

Complete Legal Terms: Available at: <https://facilityissues.com/terms/> (Last Update: 3/31/22)