



**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

Benchmarking is the process of identifying and learning from Good Practices in other organizations, and is a proven continuous improvement tool. This Agreement is intended to clarify the Code of Conduct to ensure an effective, efficient, and ethical benchmarking experience for all participants in our programs.

1. **Professional & Legal:** Act respectfully of others, present or not. Obtain legal advice if any data or activity is of question with respect to regulatory compliance or commercial sensitivity.
2. **Respect Confidentiality:** Any information obtained from benchmarking should not be communicated publicly without prior consent of the participating organization(s). Ensure that your team understands and complies with the "Benchmarking Information Terms of Use" regarding use of benchmarking reports and results.
  - a. Participants in the Cultural and Utility benchmarking programs grant listing of their organization and site codes on a participant-only list to facilitate networking as a condition of participation. This list shall not be shared outside of your organization.
  - b. A confidentiality agreement that documents the policy of Facility Issues is available regarding data you submit at: <https://facilityissues.com/main/nda/>.
3. **Prepare & Participate:** Prepare to fully participate in each benchmarking activity for the mutual benefit of all participants. Be willing to share equally the same types and level of data that you expect others to provide you and provide authentic and comprehensive information for those areas in which you participate. Complete each benchmarking data submission as fully as possible in a timely manner.
4. **Legal Terms:** These terms incorporate by reference the general requirements, termination, indemnity, remedies, and all other conditions associated with participation as described at: <https://facilityissues.com/main/terms-agreement/>. (Last Update: 3/1/20)

Our organization desires to participate in a Facility Issues' benchmarking program and I understand that adherence to the principles of this Code of Conduct and the Benchmarking Information Terms of Use is a program requirement so we can provide a valuable and ethical benchmarking experience for all participants. **I agree to behave in accordance with this Code of Conduct and to ensure all team members in my organization are aware of and comply with the "Benchmarking Information Terms of Use."**

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

Your Name: \_\_\_\_\_

Your Organization: \_\_\_\_\_

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## Benchmarking Information Terms of Use

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. If posted to a location accessible over a network within the organization, 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 clients, 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 in professional association presentations is subject to review and approval by Facility Issues.
5. **Promotional Use.** Participants may reproduce portions of the reports, in the form of graphic presentations only, for public relations purposes, provided that any such graphic or information (i) is directed to contrasting one or more of Participant's buildings to a metric derived from the Website, (ii) shall display or disclose only mean, median, total or other aggregate metrics, (iii) shall not display or disclose any data that allows identification of another organization or another organization's property, and (iv) includes no more than five metrics in total.
6. **Attribution:** Any copyright notices must not be removed, altered or modified; citations shall identify the benchmarking program name, year, and Facility Issues.

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

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