

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. 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 (315) 601-6010

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