



## Sample Confidentiality Agreement -- Employee

I, the undersigned, in consideration of my employment with EveryNonprofit, hereby agree to the following Confidentiality Agreement.

I understand that I may be given access to confidential and/or proprietary information to the extent necessary in order to perform my duties as an employee of Hands on Nashville. I shall not, at any time either during or subsequent to my employment at EVERYNONPROFIT, make unauthorized disclosures or unauthorized use of any information that is considered to be proprietary or confidential by EVERYNONPROFIT. Proprietary information includes, but is not limited to, all information, data, reports, analyses, processes, know-how, designs, plans, marketing data, business plans and strategies, negotiations and contracts, research, and volunteer, donor or vendor lists, compilations, trade secrets, and confidential information, whether in written, oral or electronic form. Confidential information includes, but is not limited to, any personal information of any EVERYNONPROFIT employee, volunteer, agency partner, or donor, whether in written, oral or electronic form.

All employer records and information relating to EVERYNONPROFIT or its volunteers, agency partners, and donors are confidential and I will treat all matters accordingly. This includes any information protected under any applicable state or federal privacy law. No EVERYNONPROFIT-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of EVERYNONPROFIT) may be removed from EVERYNONPROFIT premises without permission from my supervisor. Additionally, the contents of EVERYNONPROFIT's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for an authorized business purpose and/or required by law. I will not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside EVERYNONPROFIT. If I am unsure about the confidential nature of specific information, I will ask my supervisor for clarification before disclosing information. If I am unsure about confidential information which may be protected under state or federal law, I will ask my supervisor for clarification before disclosing the information.

*Proprietary information and trade secrets are created at substantial cost and expense to EVERYNONPROFIT. Unauthorized use or disclosure of this information would cause irreparable injury to EVERYNONPROFIT. I agree that monetary damages would not be a sufficient remedy for any breach of this agreement by me, and that, in addition to all other remedies, EVERYNONPROFIT shall be entitled to seek (a) specific performance and (b) injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for any bond in connection with such remedy.*

When I leave EVERYNONPROFIT, I will return all EVERYNONPROFIT-related information and property that I have in my possession, including without limitation documents, files, records, manuals, information stored on a personal computer, personal data assistant or computer disk, supplies, and equipment or office supplies.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Director Date



# Sample Confidentiality Agreement -- Volunteers

I, the undersigned, in consideration of my participation as a volunteer with [ORGANIZATION NAME], hereby agree to the following Confidentiality Agreement.

I understand that I may be given access to confidential and/or proprietary information to the extent necessary in order to perform my duties as a volunteer with [ORGANIZATION NAME]. I shall not, at any time either during or subsequent to this participation with [ORGANIZATION NAME], make unauthorized disclosures or unauthorized use of any information that is considered to be proprietary or confidential by [ORGANIZATION NAME]. Proprietary information includes, but is not limited to, all information, data, reports, analyses, processes, know-how, designs, plans, marketing data, business plans and strategies, negotiations and contracts, research, and volunteer, donor or vendor lists, compilations, trade secrets, and confidential information, whether in written, oral or electronic form. Confidential information includes, but is not limited to, any personal information of any [ORGANIZATION NAME] employee, volunteer, agency partner, or donor, whether in written, oral or electronic form.

All employer records and information relating to [ORGANIZATION NAME] or its volunteers, agency partners, and donors are confidential and I will treat all matters accordingly. This includes any information protected under any applicable state or federal privacy law. No [ORGANIZATION NAME]-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of [ORGANIZATION NAME]) may be removed from [ORGANIZATION NAME] premises without permission from [ORGANIZATION NAME] staff. Additionally, the contents of [ORGANIZATION NAME]'s records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for an authorized business purpose and/or required by law. I will not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside [ORGANIZATION NAME]. If I am unsure about the confidential nature of specific information, or whether specific information may be protected under state or federal law, I will ask the [ORGANIZATION NAME] staff member supervising my actions as a project for clarification before disclosing the information.

*Proprietary information and trade secrets are created at substantial cost and expense to [ORGANIZATION NAME]. Unauthorized use or disclosure of confidential or proprietary information would cause irreparable injury to [ORGANIZATION NAME]. I agree that monetary damages would not be a sufficient remedy for any breach of this agreement by me, and that, in addition to all other remedies, [ORGANIZATION NAME] shall be entitled to seek (a) specific performance and (b) injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for any bond in connection with such remedy.*

When I cease my participation as a volunteer with [ORGANIZATION NAME], I will return all [ORGANIZATION NAME]-related information and property that I have in my possession, including without limitation documents, files, records, manuals, information stored on a personal computer, personal data assistant or computer disk, supplies, and equipment or office supplies.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Director Date