



## Volunteer Confidentiality Agreement

### 1. Parties

This **Volunteer Non-Disclosure Agreement** ("**Agreement**") is executed as an annex to the Volunteer Agreement dated \_\_\_\_\_, by and between the parties below;

The "**Organization**"

The "**Volunteer**"

The Organization and the Volunteer hereinafter referred to as "**Party**" solely and together referred to as "**Parties**",

For the purpose of the protection, preservation, and prevention of the unauthorized use or disclosure of Confidential Information, the parties agree as follows:

### 2. Definition of Confidential Information

The term Confidential Information for the purpose of this Agreement shall mean any and all information of either Party that is disclosed or communicated, whether of a technical, business or other nature (including, without limitation, trade secrets, know how and information relating to instructions, ideas, concepts, equipment, designs, drawings, specifications, techniques, processes, data, documentation, costs, prices, and employees, text, drawings, photographs, graphics, designs, plans or any other form) by or on behalf of the Disclosing Party to the Receiving Party through the Receiving Party's directors, officers, employees.

Confidential Information shall not include any information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records;
- (c) a Party hereto lawfully receives without any obligation of confidentiality from a third party; and
- (d) is required to be disclosed by law.



### 3. Non-Disclosure and Other Obligations

The Volunteer agrees to maintain the confidentiality of any Confidential Information during the volunteer work. The volunteer shall not disclose, copy, distribute, or use the Confidential Information for personal purposes or for the benefit of any other third party including individuals, organizations, or entities, except as required for their volunteer duties and with the prior written consent of the Organization.

Upon the termination of the volunteer relationship or at the Organization's request, the Volunteer shall promptly return or destroy all Confidential Information, including any copies, notes, or records in their possession. The Volunteer shall provide written confirmation of the return or destruction of such Confidential Information, if requested by the Organization.

The Volunteer acknowledges that a breach of this non-disclosure clause may cause harm to the organization, for which monetary damages may not be an adequate remedy. Therefore, in the event of a breach of the obligations under this Agreement, the Organization shall be entitled to seek injunctive relief and other equitable remedies, in addition to any other legal remedies available. In addition to the Organization's right to relief, in case of breach of this Agreement by either party, and the aggrieved party suffers any irreparable injury and no remedy can be afforded to them, the said aggrieved party shall be entitled to seek any injunctive relief.

None of the Confidential Information shall be reproduced or be allowed to be copied and stored, except as required for the fulfillment of the Agreement herein.

This Agreement shall remain to be full force and effect until at least \_\_\_\_\_ from the termination of the Volunteer Agreement.

### 4. Other Provisions

No modification in this Agreement shall be considered as having been waived unless otherwise set in writing and signed by both parties.

In cases where there is no provision in this Agreement, the provisions of the Volunteer Agreement shall apply.



*Animal House*

#### 4. Governing Law and Dispute Resolution

This Agreement shall be governed and construed in accordance with the federal applicable laws and laws of the State of \_\_\_\_\_ . Any disputes arising from or related to this agreement shall be subject to the exclusive jurisdiction of the courts in \_\_\_\_\_ .

**The Organization**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**The Volunteer**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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