



## CONFIDENTIALITY AGREEMENT

I acknowledge that, in my capacity as an Officer, Councilor or member on behalf of AACCA, I may handle or have access to confidential information as defined below. Accordingly, in order to serve or continue to serve in such capacity, I agree as follows.

As a general matter, "Confidential Information" refers to any information or material which is proprietary to AACCA, whether or not owned or developed by AACCA, and which is not generally known other than through AACCA. Confidential Information may include personal information concerning AACCA's staff, volunteers, Councilors, Officers or membership, as well as organizational or other information that is not available to members of the public. More specifically,

(a) Confidential Information includes business records and plans; financial statements; donor lists, records, or other information obtained concerning donors or prospective donors; technical information; computer programs and databases; copyrights and other intellectual property; any and all private information regarding staff, Councilors, Members and volunteers; and any and all other proprietary information.

(b) Confidential Information does not include matters of public knowledge that result from disclosure by AACCA staff, Councilors, Officers, members or volunteers; information rightfully received from a third party without a duty of confidentiality; information disclosed by operation of law; information disclosed with the prior written consent of AACCA; and any other information that both AACCA and/or members agree in writing is not confidential.

I agree not to misuse, misappropriate, or disclose any Confidential Information, directly or indirectly, to any individual or entity, or use any Confidential Information in any way, except as is required and appropriate in the course of my service to AACCA.

I further acknowledge and agree that all Confidential Information, including but not limited to files, records, documents, and donor lists, whether prepared or created by me or others, is and shall remain the property of AACCA.

Upon the written request of AACCA, I shall return to AACCA all materials containing Confidential Information, including both originals and copies. Within five business days of receipt of a request from AACCA, I shall also deliver to AACCA a written statement signed by me certifying that all such materials have been returned to AACCA.

**OFFICER, COUNCILOR, MEMBER:**

Dated: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_