

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

I, _____, understand my relationship with [ENTER ORGANIZATION NAME HERE] includes access to company information, client information, and access to persons which may be considered confidential.

I agree to maintain the confidentiality of any information shared between residents, board members, staff members, and volunteers and will refrain from repeating or representing this information--in any form, verbal, electronic or print--to persons outside of this organization during the period of my engagement with the organization and indefinitely thereafter.

I understand that I am responsible for maintaining the confidentiality of all privileged information, including operating or financial, to which I may be exposed to while serving as a volunteer or staff member.

I understand that some of the residents of [ORGANIZATION NAME] may be under heightened levels of security and therefore it is my duty to uphold her anonymity, security, and protection at all times. I will not possess or redistribute any information, in any form that might disclose the identity of a resident.

I agree to refrain from all forms of gossip, inquisition, or inquiry, which may compromise the security and confidentiality of [ORGANIZATION NAME] and its patrons and will report to management any known breaches of the same.

Professional ethical codes and state laws consider personal information of residents, staff, or volunteers -- written or verbally exchanged -- to be strictly confidential. I understand and agree to protect the confidentiality of the communications and contacts with all residents, except in the following situations:

- a. If I learn while working with a resident or volunteer that a resident is being abused, I am legally required to notify appropriate protective services
- b. If I am required by a court order or legal subpoena to release information about a resident, staff or volunteer
- c. If a resident, staff, or volunteer tells me directly that she:
 - is considering suicide or threatening suicide
 - is considering or has committed self-injurious behavior
 - is considering or has committed any form of crime
 - is considering or has violated any of the immediate expulsion activities as listed in the Residence Guide

In these situations I am required to notify the appropriate [ORGANIZATION NAME] leadership and/or legal authorities.

Furthermore, I agree that all information, whether or not in writing, concerning the business, technology, business relationships or financial affairs which [ORGANIZATION NAME] has not released to the general public (collectively, "Confidential Information") is and will be the exclusive property of [ORGANIZATION NAME]. Confidential Information also includes information received in confidence by [ORGANIZATION NAME] from its residents, customers or suppliers or other third parties. Confidential Information may include, without limitation, information on finance, structure, business plans, employee performance, staffing,

compensation of others, research and development, operations, marketing, strategies, customers, files, keys, certificates, passwords and other computer information, as well as information that the Company receives from others under an obligation of confidentiality.

I will not, at any time, without [ORGANIZATION NAME]'s prior written permission, either during or after my Services, disclose any Confidential Information to anyone outside of [ORGANIZATION NAME], or use or permit to be used any Confidential Information for any purpose other than the performance of my duties as a service provider to [ORGANIZATION NAME]. I will cooperate with [ORGANIZATION NAME] and use my best efforts to prevent the unauthorized disclosure of all Confidential Information. I will deliver to [ORGANIZATION NAME] all copies of Confidential Information in my possession or control upon the earlier of a request by [ORGANIZATION NAME] or termination of my Services.

I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, mask works, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my Services.

I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to [ORGANIZATION NAME] and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of [ORGANIZATION NAME] or any customer of or supplier to [ORGANIZATION NAME] or any of the services being researched, developed, or provided by [ORGANIZATION NAME] or which may be used with such or services; or (b) result from tasks assigned to me by [ORGANIZATION NAME]; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by [ORGANIZATION NAME] (collectively, "Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").

I hereby further agree that this agreement shall be construed in accordance with the laws of the State of [ENTER YOUR STATE HERE] and that any legal dispute will be brought in the courts of the State of [YOUR STATE]. I accept the personal jurisdiction of the courts of the State of [YOUR STATE] and I waive my right to a jury trial in connection with any such legal dispute. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

I agree to comply with all of these terms.

Signature: _____

Date: _____

Witness: _____

Date: _____