

FAMU Foundation Board Member Volunteer Non-Disclosure Agreement

The FAMU Foundation Board Member Volunteer Non-Disclosure Agreement is intended for Board members who perform hours of service for the FAMU Foundation, without promise, expectation or receipt of compensation for services rendered (a "Volunteer"). Although Board members may perform tasks on behalf of the Foundation, the FAMU Foundation and the University cannot depend on laws that protect employee breach of confidentiality. Therefore, no donor information will be shared with Board Members without written consent from the donor to ensure compliance with Florida Statutes 1004.28(5) and other applicable state and Federal law.

This Volunteer Non-Disclosure agreement (the "Agreement") is made between the Florida Agricultural and Mechanical University (FAMU) Foundation ("Foundation") and _____, FAMU Foundation Board Member ("Volunteer") and is effective through the Volunteer's Board term. Volunteer is performing services for the Foundation without promise, expectation or receipt of compensation for services rendered, and in the process may be exposed to Confidential Information regarding donors, gifts, financial information or other Foundation business. The Foundation is committed to maintaining confidential donor information, as well as other information which is confidential pursuant to Florida Statutes 1004.28(5) and other applicable state and Federal law. Thus, this Agreement is intended to prevent the unauthorized disclosure of Confidential Information.

1. Confidential Information

"Confidential Information" is proprietary information relating to Foundation's business and donors including but not limited to: business and financial records, donor lists, intellectual property, proprietary data, security measures, new donor products or services, forecasts or any other proprietary organization information that, if disclosed, could affect the operation of Foundation. Volunteer agrees to treat all such information whether provided to them in an oral, printed, electronic or other format. Such information should not be discussed or distributed to a third party without written authorization from Foundation and care should be taken to dispose of copies of any information in a secure manner such as shredding.

2. Non-Disclosure

Without Foundation's prior written consent, Volunteer will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. More specifically, Volunteer (either during or after his or her term) shall not disclose or use information not available to members of the general public and gained by reason of their position as Board Member for his or her personal gain or benefit or for the benefit of any other person or business entity. Such information shall be used solely for the benefit of the FAMU Foundation.

3. Return of Confidential Materials

Upon Foundation’s request, Volunteer shall immediately return all original materials provided by Foundation and any copies, notes or other documents in Volunteer’s possession pertaining to Confidential Information.

4. Term

This Agreement and Volunteer’s duty to hold Confidential Information in confidence shall remain in effect during and after their term as a Board Member.

6. General Provisions

(a) Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(b) Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(c) Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

FAMU Foundation Board Member (Volunteer):

_____ (Signature)

_____ (Typed or Printed Name)

_____ (Date)